

SERVICE AGREEMENT

This Service Agreement, dated as of the date of the last signature below, (“**Agreement**”) is between Johnsborg Community Unit School District 12, an Illinois public school district (“**School District**”), and Care Solace, Inc., a Delaware corporation (“**Care Solace**”), each a “**Party**” or, together, the “**Parties.**”

RECITALS

WHEREAS, Care Solace owns and operates a web-based navigation system that assists its school district clients and the districts’ students, staff, and parents (together “**Authorized Users**”) in locating and connecting with mental health providers and/or community-based social services. Care Solace agrees to manage and provide such services through a web-based unified student services management platform branded with School District’s name (the “**Platform**”) on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires to engage Care Solace to provide the Services selected in Exhibit A as further defined below.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Services

1.1 **Scope of Services.** Care Solace will provide the services requested as described in **Exhibit A** hereto, including a non-exclusive, non-transferable (except in compliance with Section 12.5) right to access and use the Platform during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions of this Agreement (collectively, the “**Services**”). Such use is limited to School District’s internal use. For purposes of this Agreement, Authorized Users shall also include employees, consultants, contractors, and agents of School District: (a) who are authorized by School District to access and use the Services under the rights granted to School District pursuant to this Agreement; and (b) for whom access to the Services has been licensed hereunder.

1.2 **Care Solace is Not a Treatment Provider Nor a Crisis Response Team. Care Solace is not a mental health treatment provider nor a provider network and does not provide mental health treatment or other health care treatment to Authorized Users. No provider-patient relationship is formed by provision of the Services to an Authorized User. Rather, Care Solace acts solely as a coordinator by connecting Authorized Users to Treatment Providers (as defined below). Care Solace is not a crisis response team. Care Solace does not represent, warrant or guarantee that Treatment**

Providers or community-based social services are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers or community-based social services.

1.3. **License.** Subject to the terms and conditions contained in this Agreement, Care Solace hereby grants to School District a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12.5) license to use the Documentation during the Term solely for School District’s internal business purposes in connection with its use of the Services. For purposes of this Agreement, “**Documentation**” means user manuals, handbooks, and guides relating to the Services provided by Care Solace to School District either electronically or in hard copy form.

1.4 **Use Restrictions.** School District agrees that it and its Authorized Users’ use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District and its Authorized Users will not, directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover or copy the Services or Documentation; (b) modify, translate, or create derivative works based on the Services or Documentation; (c) copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or Documentation (except in compliance with Section 12.5); (d) use the Services or Documentation for timesharing or service bureau purposes; (e) provide or use the Services or Documentation for the benefit of a third party; (f) remove any proprietary notices or labels from the Services or Documentation; or (g) use the Services or Documentation for any purpose not permitted by this Agreement.

1.5 **Aggregated Data.** Care Solace will provide to School District the following de-identified information collected from the Services: total number of visitors, matches with Treatment Providers (as defined below), and appointments with Treatment Providers.

2. Term

2.1 **Effective Date.** This Agreement shall be effective as of the date of last signature below (the “**Effective Date**”).

2.2 **Service Start Date.** Following an onboarding process, Care Solace will commence the provision of Services on a go-live date that is mutually agreeable to the Parties, as set forth in Exhibit A (“**Service Start Date**”).

2.3 **Term.** The Agreement shall continue in effect through an initial term commencing on the Service Start Date and ending as set forth in Exhibit A (the “**Initial Term**”). Following the Initial Term, this Agreement shall automatically renew for successive periods of one (1) year (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless written notice is given by either Party to the other Party at least sixty (60) days prior to the end of the then-current Term. The maximum Term of this Agreement is five (5) years.

2.4 **Continuity of Services.** To ensure continuity of Services, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Initial Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any Renewal Term or new agreement beginning after this grace period shall be retroactive to the expiration date. In the event the Parties do not agree to renew this Agreement for a Renewal Term or negotiate a new agreement, Care Solace shall have the right to issue an invoice for Services rendered during the aforementioned grace period and School District agrees to pay.

3. Termination

3.1 **Termination by School District.** School District may terminate this Agreement without cause at any time after providing Care Solace with sixty (60) days written notice. In the event of such termination without cause, the fees paid by School District shall not be subject to a prorated refund.

3.2 **Termination by Care Solace.** Care Solace may terminate this Agreement without cause at any time after providing School District with sixty (60) days' written notice. In the event of such termination without cause, the fees paid by School District shall be subject to a prorated refund for the period paid for following termination, if any.

3.3 **Termination for Breach.** If either Party breaches any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee owed to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days' written notice to the breaching Party specifying the breach. The breaching Party shall have a thirty (30) day cure period to remedy the specified breach.

3.4 **Breach Considered a Dispute.** Only if a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in this Agreement.

4. Compensation and Payment

4.1 **Compensation.** In exchange for the Services provided, School District will compensate Care Solace as set forth in **Exhibit A**.

4.2 **Payment Terms.** School District agrees to pay the amounts due under this Agreement within thirty (30) calendar days of receipt of an invoice. If payment is not made within thirty (30) calendar days, the amount of the unpaid invoice shall accrue interest at the rate of 3.75% annually. Subsequent payments by the School District will be applied first to accrued interest and then to the principal unpaid balance. School District agrees to pay all costs, including reasonable attorneys' fees, incurred by Care Solace in the collection

of any delinquent accounts. For the purposes of this Section, an invoice shall be deemed to be received upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail.

5. Confidentiality

The Parties desire to establish terms governing the use and protection of certain confidential information one Party (“**Owner**”) may disclose to the other Party (“**Recipient**”). For purposes of this Agreement, the term “**Confidential Information**” means (a) the terms and conditions of this Agreement, subject to a valid request under the applicable state’s open records act, if any, (b) non-public aspects of Care Solace’s Platform and the operation thereof, the Services, and Care Solace’s business and technical information and data, and (c) School District’s information or other data processed, stored, or transmitted by Care Solace (“**School District Data**”). In addition, Confidential Information includes information which is disclosed by an Owner or an affiliate of the Owner to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees, agents, or contractors who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information. The requirements of this Section shall prevail over any Confidentiality Agreement between the to the extent the Confidentiality Agreement conflicts with the requirements of this Section.

6. Data Privacy and Security

6.1 **Compliance with Laws.** Care Solace and School District agree to comply with all applicable federal and state data privacy laws and requirements, which may include, without limitation, the Student Online Personal Information Protection Act, California Business & Professions Code § 22584 (“**SOPIPA**”); the

Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (“**COPPA**”); the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99 (“**FERPA**”); the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”); the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”); regulations promulgated thereunder including, without limitation, 45 C.F.R. Parts 160 and 164, and as may be amended from time to time; and the California Medical Information Act (“**CMIA**”) (collectively, “**Privacy Laws**”).

6.2 Renegotiation for Ongoing Regulatory Compliance. This Agreement shall be construed in accordance with applicable federal and state laws, including Privacy Laws and Medicare and Medi-Cal program requirements, and federal and state rules, regulations, and interpretations thereof, and administrative requirements, guidance, and Advisory Opinions by the Office of the Inspector General and the Centers for Medicare and Medicaid Services of the Department of Health and Human Services (collectively, “**Rules and Regulations**”). In the event there is a change in any such Rules and Regulations as referenced herein that renders any of the material terms of this Agreement unlawful or unenforceable, including any services rendered, or compensation to be paid, either Party shall have the right to initiate renegotiation of the affected term or terms of this Agreement, upon notice to the other Party to remedy such condition. Should the Parties be unable to renegotiate the term or terms so as to remain in compliance with the Rules and Regulations within thirty (30) days of the date on which notice of the desired renegotiation is given, then either Party shall be entitled to immediately terminate this Agreement.

6.3 Notice of Privacy Policy. The Platform will include links to Care Solace’s Notice of Privacy Policy and Terms of Use.

6.4 Care Solace as a School Official. School District designates Care Solace as a “school official” pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purpose of providing Services.

6.5 Treatment of Records. School District represents and warrants that it is an “educational agency or institution” to which FERPA applies pursuant to 34 C.F.R. § 99.1. School District acknowledges that the Services include the creation, receipt, maintenance, or transmission of “education records” and “personally identifiable information” (“**PII**”) (as such terms are defined by FERPA) from such records, including the disclosure (or redisclosure) of PII to Care Solace, third-party administrators, health care clearinghouses (as defined by HIPAA), health plans (as defined by HIPAA), and/or Treatment Providers (as defined below). School District represents and warrants that, to the extent consent or authorization is required by FERPA or any other Privacy Law, School District has obtained lawful and valid consent or authorization for School District, Care Solace, third-party administrators, health care clearinghouses, health plans, Treatment Providers, and their respective employees, agents, and contractors to disclose (or redisclose) PII to facilitate the provision of Services under this Agreement.

6.6 **Independent Contractors as School Officials.** School District represents and warrants that any "Independent Contractor," defined as third-party contractors, consultants, or other parties to whom School District has outsourced institutional services, that is provided with access to Care Solace's navigation tool, the Warm Handoff procedures, or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a "school official" as defined above and that the School District has provided parents and students with the annual notice required by law.

6.7 **Security.** Authorized Users will be solely responsible for acquiring and implementing technology policies and procedures that maintain the security of their internet connections. As part of the Services, Care Solace shall implement commercially reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (a) data transmissions are accessed by third parties through illegal or unauthorized means, or (b) the data transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace otherwise complies with its obligations in this Section.

6.8 **Unauthorized Access.** Care Solace will monitor School District and Authorized Users' usage of the Platform and Services. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District to Care Solace upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. If Care Solace was solely responsible for the security breach and to the extent that Care Solace is required by law or statute to notify individuals whose information was provided to Care Solace by School District, Care Solace shall be solely responsible for all such notifications at its expense. In the event the School District was solely responsible for the breach, the School District shall reimburse Care Solace for any expenses incurred by Care Solace in assisting School District, upon reasonable request, with any required notifications to affected individuals. If Care Solace and School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in this Agreement.

7. Representations and Warranties

7.1 **Care Solace.** Care Solace represents and warrants that it will comply with all applicable federal and state laws and the terms and conditions of this Agreement, and that it does not hold an ownership interest in any of the practices or businesses of the behavioral health or other health care professionals ("**Treatment Providers**") to which it refers. In the event of any breach by Care Solace of the foregoing representations and warranties, School District will provide written notice of the breach to Care Solace in accordance with Section 12.4, and a reasonable period to cure, if practicable, depending on the nature of the breach.

7.2 **School District.** School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties.

7.3 **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CARE SOLACE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. CARE SOLACE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. CARE SOLACE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CARE SOLACE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OR THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR RISK OF INJURY TO SCHOOL DISTRICT OR ANY AUTHORIZED USER’S COMPUTER, NETWORK, MARKET, OR CUSTOMER BASE.

8. Insurance and Indemnification

8.1 **Insurance.** During the Term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of two million dollars USD (\$2,000,000.00) per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a certificate of insurance reflecting the minimum coverage limits.

8.2 Indemnification

8.2.1 **Care Solace.** Care Solace shall defend, indemnify, and hold School District, its officers, employees, and agents harmless from and against any and all third-party liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Care Solace, its officers, employees, or agents.

8.2.2 **School District.** School District shall defend, indemnify and hold Care Solace, its officers, employees and agents harmless from and against any and all third-party liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or

damages are caused by or result from the negligent or intentional acts or omissions of School District, its officers, employees, or agents.

8.2.3 **School District as Additional Insured.** Care Solace shall cause School District to be named as an “Additional Insured” under the liability insurance policy obtained and maintained as set forth in Section 8.1. Notwithstanding the School District’s coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District’s sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Section 8.2.

8.3 **Cooperation in the Disposition of Claims**

The Parties agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of this Agreement. Such cooperation may include joint investigation, defense, and disposition of claims of third parties arising from Services performed under this Agreement. The Parties agree to promptly inform the other if an incident report, claim, or complaint is filed or when an investigation is initiated concerning any Services performed under this Agreement. To the extent allowed by law, the Parties shall have reasonable access to the records of the other Party relating to any such claim or investigation.

9. **Proprietary Rights**

9.1 **Ownership of Proprietary Rights.** Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual property, and School District’s suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by School District related to the Services or this Agreement (“**Proprietary Rights**”) shall remain exclusively vested in and be the sole and exclusive property of Care Solace. School District shall not claim any Proprietary Rights either during the Term or after expiration or termination of this Agreement before any court, tribunal, trademark registry, or copyright office. School District agrees that it shall not challenge, object or oppose the validity of Care Solace’s Proprietary Rights before any body, tribunal, or court.

9.2 **Publicity and Branding.** School District agrees that Care Solace may publicize School District’s name and logo or seal as a customer of Care Solace, publicize the existence of the Platform, and brand the Platform with a “powered by Caresolace.com” or similar legend and/or copyright notice.

9.3 **Options for Infringement Claims.** If any Party is enjoined from using the Services, or if Care Solace determines that the Services may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (a) procure the right for School District to continue to use the

Services; (b) replace or modify the Services so as to make it non-infringing; or (c) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace.

10. Dispute Resolution

10.1 All disputes, controversies, or claims (“**Claims**”) arising out of or relating to this Agreement or a breach thereof, including, without limitation, claims based on contract, tort, or statute (a “**Dispute**”), shall be resolved as set forth in this Section. In the event of any Dispute, the Parties shall work, in good faith, to promptly resolve the Dispute mutually between them. If unsuccessful, the following procedures shall apply:

10.2 **Notification of Dispute.** An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty-day cure period described in Section 3.4. Notice shall be provided in accordance with the requirements of Section 12.4. The date that Notice is received by the opposing Party shall hereinafter be referred to as the “Notification Date.”

10.3 **Mediation.** If the Parties are unable to informally resolve the Dispute within twenty (20) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration. Mediation must occur within one hundred (100) days after the Notification Date. The 100-day deadline may be waived by mutual agreement of the Parties. The Parties shall use JAMS as a mediation service or another mediation service mutually agreed upon. The Parties shall select a mediator within twenty-five (25) days after the Notification Date. If the Parties are unable to agree on a mediator, JAMS shall appoint a mediator. Prior to commencement of mediation, the Parties and the mediator shall execute a written confidentiality agreement. In consultation with the selected mediator, the Parties shall promptly designate a mutually convenient time and place for the mediation. At the mediation, each Party shall be represented by persons with authority to negotiate a resolution of the dispute and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation session shall be private and confidential. The fees and expenses of the mediator shall be borne equally by the Parties, each of which shall be responsible for its own costs.

10.4 **Binding Arbitration.** Disputes which cannot be resolved by mutual agreement or mediation within the time limits set forth in Section 10.3 shall be resolved exclusively by arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the “**FAA**”) and in accordance with the provisions of this Subsection. Either Party may commence arbitration by sending a written demand for arbitration (“**Arbitration Demand**”) to the other Party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one (1) arbitrator. If the Parties fail to select a mutually acceptable arbitrator within ten (10) days after the Arbitration Demand has been noticed, then the

Parties stipulate to arbitration before a single neutral arbitrator and selected in the sole discretion of JAMS or another mutually agreed upon arbitration service. The arbitrator shall apply the substantive law of the State of Delaware. As soon as reasonably practicable, but no later than 120 days following an Arbitration Demand, a hearing with respect to the Dispute shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the Parties and shall constitute the only method of resolving disputes or matters. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator's decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction. The prevailing Party shall be entitled to reimbursement by the other Party of such Party's attorneys' fees and costs and any arbitration fees and expenses incurred as a direct result of the arbitration.

10.5 **Equitable Relief.** Nothing in this Section 10 will prevent or delay either Party from seeking or obtaining from any court of competent jurisdiction any form of injunctive or other equitable relief or remedy for purposes of enforcing that Party's rights and remedies under this Section 10 or Sections 5 (Confidentiality) or 9.1 (Ownership of Proprietary Rights) of this Agreement.

10.6 **Attorney's Fees.** In any arbitration or action, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing Party (as determined by the arbitrator or court of competent jurisdiction) will be entitled to the award of reasonable attorneys' fees and costs, in addition to whatever relief the prevailing Party may be awarded.

11. Limitation on Damages

11.1 **TYPES OF DAMAGES.** IN THE EVENT OF ANY DISPUTE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY BENEFICIARY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES UNLESS SPECIFICALLY PROVIDED BY STATUTE HOWEVER, THIS SECTION 11 DOES NOT APPLY TO ANY INDEMNIFICATION RIGHTS UNDER SECTION 8.2. THE PARTIES WAIVE ANY RIGHT TO RECOVER SUCH DAMAGES UNLESS SPECIFICALLY PROVIDED BY STATUTE.

11.2 **LIMIT TO INSURANCE COVERAGE AMOUNT.** IF CARE SOLACE IS FOUND LIABLE TO SCHOOL DISTRICT OR ANY THIRD-PARTY BENEFICIARY AS THE RESULT OF A DISPUTE, OR IF SCHOOL DISTRICT IS FOUND LIABLE TO ANY THIRD- PARTY BENEFICIARY, LIABILITY SHALL NOT EXCEED THE TOTAL GENERAL LIABILITY INSURANCE COVERAGE AS STATED IN CARE SOLACE'S THEN-CURRENT CERTIFICATE OF INSURANCE. IN NO EVENT SHALL CARE SOLACE BE HELD LIABLE FOR THE SOLE NEGLIGENCE OF ANY OTHER PARTY, INCLUDING SCHOOL DISTRICT.

12. Miscellaneous Terms

12.1 **Performance.** The Parties will make all good-faith efforts to ensure that the terms of this Agreement are adhered to, and School District will use its best efforts to publicize and ensure that Authorized Users are made aware of the Services and the terms and conditions on which they may access the Platform and Services.

12.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of Delaware.

12.3 **Venue for Arbitration.** Arbitration conducted as set forth in this Agreement shall take place in McHenry County, Illinois.

12.4 **Notices.** All notices must be in writing and addressed to the relevant Party at the address below, or to such other address such Party specifies in accordance with this Section. All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, or such other form of communication agreed upon between the Parties. Notice is effective upon receipt.

If to School District:

Johnsburg Community Unit School District 12
2222 Church St
Johnsburg, Illinois 60051
Attention: Jason Nault
Superintendent of Schools
Email: jnault@johnsburg12.org

If to Care Solace:

Care Solace, Inc.
120 Birmingham Drive, Suite 200
Cardiff, California 92007
Attn: Chad Castruita, Chief Executive Officer
Email: chad.castruita@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party.

12.5 **Third-Party Beneficiaries.** The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties' mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as set forth in Section 10, brought

by third-party beneficiaries, including, but not limited to Authorized Users, shall be subject to the Dispute resolution provisions and damage limitations set forth in this Agreement.

12.6 **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

12.7 **Continuing Obligations.** The following obligations shall survive the expiration or termination of this Agreement: (a) any and all warranty disclaimers, limitations of liability, and indemnities granted by either Party herein; (b) any covenant granted herein for the purpose of determining ownership of, or protecting intellectual property rights, including, without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (c) the payment of any compensation owed to Care Solace.

12.8 **Force Majeure.** Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, epidemics, embargoes, internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Section become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process without first providing notice and an opportunity to cure.

12.9 **Modification of Agreement.** Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Section 12.4.

12.10 **Assignment.** The Parties will not assign or otherwise transfer their obligations under this Agreement without the written consent of the other Party; provided, however, that Care Solace may assign this Agreement, in whole or in part, or delegate the duties to be performed under this Agreement, without the consent of School District: (a) to any of its subsidiaries or affiliates; or (b) as part of a sale of all, or substantially all, of the assets of Care Solace.

12.11 **Entire Agreement.** This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral, including any

provisions in the Confidentiality Agreement and any purchase orders or like documents, which shall be for administrative convenience only and which shall have no substantive force or effect.

12.12 **Titles/Headings.** Titles and headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

12.13 **Severability.** If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

12.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute the same instrument. Signature execution by facsimile or other electronic means will be considered binding.

12.15 **Authority to Execute Agreement.** Each Party represents and warrants that the individual signing this Agreement for such Party is duly authorized to enter into this Agreement on behalf of the Party.

SIGNATURE PAGE AND EXHIBIT FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward

Title: Chief Growth Officer

Signature: Anita Ward

Date: 01-21-2026

Johnsburg Community Unit School District 12 ("School District")

Printed Full Name: Annie Mulvaney

Title: Assistant Superintendent

Signature: Annie Mulvaney

Date: 01-20-2026

Accounts Payable Information:

School Department: Johnsburg School District
12

Name: Michelle Sheet

Email: msheets@johnsburg12.org

Phone: 815-385-6916

**CARE SOLACE SERVICE AGREEMENT
EXHIBIT A
SERVICES AND FEES**

1. Services:

a. Software-as-a-Service. Care Solace will provide a software-as-a-service offering in the form of the Platform, through which School District and its Authorized Users will have access to the following services:

"Care Coordination" Services.

Through the Platform's "**Warm Handoff**[®]" module, Care Solace will administer a screening and referral process, whereby School District-enrolled students in need of mental health or other health care or social services are identified and matched to Treatment Provider(s) or appropriate social service organizations.

Through the Platform's "**Care Match**[®]" self-service portal, Care Solace will administer a screening and referral process, whereby Authorized Users or their legal guardians in need of mental health or other health care or social services are matched to Treatment Provider(s) or appropriate social service organizations.

b. Care Companion[™] Services. Care Solace will provide School District-enrolled students and/or their parents or lawful guardians with telephone and email access to unlicensed administrative care coordinators ("**Care Companions**") who are trained in researching and addressing Treatment Provider availability and health insurance issues. Care Companions will be available to work directly with School District-enrolled students and/or their parents or lawful guardians 24 hours per day, 7 days per week, 365 days per year.

2. Service Start Date: January 1, 2026, for an Initial Term through June 30, 2026.

3. Fees and Invoicing:

School District will pay Care Solace fees consisting of \$1,700 USD for the Care Coordination and Care Companion Services described above in Sections 1(a) and 1(b) of this Exhibit for the Initial Term. For each one-year Renewal Term thereafter, School District will pay Care Solace \$3,400 USD. Fees will be invoiced on January 1, 2026 for the Initial Term, and on each July 1st for each Renewal Term.

ILLINOIS ADDENDUM A

This State of Illinois Specific Addendum to Service Agreement (the “**Addendum**”) dated as of the date of the last signature below, between Johnsborg Community Unit School District 12, an Illinois public school district (hereinafter “**School District**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

WHEREAS, School District and Care Solace agree to enter into the Service Agreement with the revisions outlined herein incorporated; and

WHEREAS, the Parties agree that in the case of a conflict between the Service Agreement and this Addendum that this Addendum shall control; and

WHEREAS, the School District and Care Solace represent and confirm that they each have the authority to enter into the Service Agreement and this Addendum,

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Addendum, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Modification of Service Agreement Terms

The Parties hereby agree that the below referenced Service Agreement sections shall be replaced with the corresponding language listed herein:

1. Section 1.1, Scope of Services. Care Solace will provide the services requested as described in **Exhibit A** hereto, including a non-exclusive, non-transferable (except in compliance with Section 12.5) right to access and use the Platform during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions of this Agreement (collectively, the “**Services**”). Such use is limited to School District’s internal use. For purposes of this Agreement, Authorized Users shall also include employees, social workers, consultants, contractors, and agents of School District: (a) who are authorized by School District to access and use the Services under the rights granted to School District pursuant to this Agreement; and (b) for whom access to the Services has been licensed hereunder.

2. Exhibit A, Services and Fees, Section 1.ii, Care Coordination Services, first paragraph: Through the Platform’s “**Warm Handoff®**” module, Care Solace will administer a screening and referral process, whereby School District-enrolled students in need of mental health or other health care or social services are identified and matched to Treatment Provider(s) or appropriate social service organizations. The School District shall provide to Care Solace: (i) student name; (ii) student address; (iii) parent name(s); (iv) parent mailing address; (v) parent email address(es); and (vi) parent phone number(s).

3. Section 6.5, Treatment of Records: School District represents and warrants that it is an “educational agency or institution” to which FERPA applies pursuant to 34 C.F.R. § 99.1. School District acknowledges that the Services include the creation, receipt, maintenance, or transmission of “education records” and “personally identifiable

information” (“**PII**”) (as such terms are defined by FERPA) and “school student records” (as that term is defined by ISSRA) from such records, including the disclosure (or redisclosure) of PII to Care Solace, third-party administrators, health care clearinghouses (as defined by HIPAA), health plans (as defined by HIPAA), and/or Treatment Providers (as defined below). School District represents and warrants that, to the extent consent or authorization is required by FERPA or any other Privacy Law, School District has obtained lawful and valid consent or authorization for School District, Care Solace, third-party administrators, health care clearinghouses, health plans, Treatment Providers, and their respective employees, agents, and contractors to disclose (or redisclose) PII to facilitate the provision of Services under this Agreement.

4. Section 8.2.1: Care Solace. Care Solace shall defend, indemnify, and hold School District, its officers, employees, and agents harmless from and against any and all third-party liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Care Solace, its officers, employees, or agents. In addition to the remedies provided for in Section 9.3, Care Solace will indemnify School District from third party claims regarding any infringement by the Technology or Services of any intellectual property right of a third party unless such claim arose because of the misuse of the Technology or Services by the School District.

5. Section 10.2, Notification of Dispute: An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty-day cure period described in Section 3.4. Notice shall be provided in accordance with the requirements of Section 12.4. The date that Notice is received by the opposing Party shall hereinafter be referred to as the “Notification Date.” The Parties shall work together in good faith in an attempt to resolve any dispute. When possible those efforts shall include at least one face-to-face meeting of a relevant decision-maker for each Party. At a minimum the informal dispute resolution process shall include a phone call that includes a relevant decision-maker for each Party.

6. Section 10.3, Mediation: If the Parties are unable to informally resolve the Dispute within twenty (20) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration. Mediation must occur within one hundred (100) days after the Notification Date. The 100-day deadline may be waived by mutual agreement of the Parties. The Parties shall use JAMS as a mediation service or another mediation service mutually agreed upon. The Parties shall select a mediator within twenty-five (25) days after the Notification Date. If the Parties are unable to agree on a mediator, JAMS shall appoint a mediator. Prior to commencement of mediation, the Parties and the mediator shall execute a written confidentiality agreement. In consultation with the selected mediator, the Parties shall promptly designate a mutually convenient time and place for the mediation. At the mediation, each Party shall be represented by persons with authority to negotiate a resolution of the dispute and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation session shall be private and confidential. The fees and expenses of the mediator shall be borne equally by the Parties, each of which shall be responsible for its own attorney's fees and costs.

7. Section 10.4, Binding Arbitration: Disputes which cannot be resolved by mutual agreement or mediation within the time limits set forth in Section 10.3 shall be resolved exclusively by arbitration pursuant to the Federal Arbitration Act,

9 U.S.C. § 1, *et seq.* (hereinafter the “FAA”) and in accordance with the provisions of this Subsection. As a mandatory prerequisite to any arbitration of a Dispute involving the School District, the School District shall be entitled to assert its entitlement to immunity in State District Court and pursue same through final adjudication. The final adjudication of the issue of the School District’s immunity in State Court shall be final and binding as to any and all claims. During the period of the School District’s pursuit of an adjudication of its entitlement to immunity all arbitration deadlines and proceedings under this binding arbitration provision shall be stayed and tolled. Either Party may commence arbitration by sending a written demand for arbitration (“**Arbitration Demand**”) to the other Party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one (1) arbitrator. If the Parties fail to select a mutually acceptable arbitrator within ten (10) days after the Arbitration Demand has been noticed, then the Parties stipulate to arbitration before a single neutral arbitrator and selected in the sole discretion of JAMS or another mutually agreed upon arbitration service. The arbitrator shall apply the substantive law of the State of Illinois. As soon as reasonably practicable, but no later than 120 days following an Arbitration Demand, a hearing with respect to the Dispute shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the Parties and shall constitute the only method of resolving disputes or matters. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator’s decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction. The Parties agree that if a Dispute proceeds to arbitration, the prevailing Party in any arbitration will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys’ fees associated with the arbitration. A third-party shall not be required to share in the costs of arbitration but shall be responsible for its own attorney’s fees.

8. Section 12.2: Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Illinois without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of Illinois.

9. Section 12.7: Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (a) any and all warranty disclaimers, limitations of liability, and indemnities granted by either Party herein; (b) all student records/data and privacy obligations set forth or incorporated herein; (c) any covenant granted herein for the purpose of determining ownership of, or protecting intellectual property rights, including, without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (d) the payment of any compensation owed to Care Solace.

B. Additional Service Agreement Terms

The Parties hereby agree that the below referenced additional terms shall be incorporated into the Service Agreement and shall be binding upon the Parties:

1. Section 10.7: Nothing contained in this Section 10 or in this Service Agreement is intended to constitute nor shall constitute a waiver of the defenses available to the School District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties. Any mediation or arbitration shall take place in Illinois, unless another location is mutually agreed to by the Parties.

2. Section 4.2.1: The School District shall make payments in accordance with the *Illinois Local Government Prompt Payment Act*, 50 ILCS 505/1 et seq. and shall make interest payments for any late payments in accordance with the Act.

3. Section 5.1: Freedom of Information Act. As an independent contractor of School District, records in the possession of Care Solace related to this Agreement may be subject to the Illinois Freedom of Information Act (“FOIA”), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Parties agree that any confidentiality provisions contained in this Agreement are subject to the FOIA and that School District has the discretion to release records if the School District determines that such release is required under FOIA and may do so without any prior notice to Care Solace, provided, however, that School District agrees to take all reasonable efforts to notify Care Solace of its intention to release records in response to a valid FOIA request prior to releasing such records and in any event to give notice to Care Solace as soon as practicable. The Parties also agree that the School District may make the Agreement available for public inspection to the extent necessary to comply with the Illinois Open Meetings Act and may post the Agreement to any School District agendas to the extent necessary for purposes of contract procurement and approval. The Parties further agree that School District may publish this Addendum A and Addendum B to the Service Agreement on its website to comply with SOPPA. Care Solace shall immediately provide School District with any records requested by School District in order to timely respond to any FOIA request received by School District. The School District will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released.

4. Section 8.4: For the purposes of the insurance and indemnification obligations set forth in this Section 8, “School District” also includes the Board of Education and individual Board members.

5. Section 13: Relationship of the Parties. Care Solace and the School District are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for carrying out the terms of this Agreement. Neither Care Solace nor the School District nor any of their respective agents or employees have the authority to bind the other party to any third person or to otherwise act in any way as the representative of the other. Care Solace shall be responsible for making direct payment of all compensation to its personnel and shall be responsible for all employment benefits of its personnel, including without limitation workers’ compensation.

6. Section 14: Contracts. By signing this Agreement, Care Solace certifies that to the best of its reasonable knowledge it is not barred from bidding for or entering into a contract under federal or Illinois law, for any reason whatsoever, including, but not limited to, a violation of the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code or as a result of a violation of any other law. Care Solace acknowledges that the School District may declare this Agreement void if the certification herein is false.

7. Section 15: Non-Discrimination. To the extent applicable to Care Solace, Care Solace will comply with the Illinois Human Rights Act and its implementing regulations regarding Equal Employment Opportunity at 44 Ill. Admin Code Part 750 applicable to public contractors.

8. Section 16: Grant Funds. If this Agreement is to be funded by Federal or State grants, subject to the Grant Accountability and Transparency Act (GATA), the Parties agree that the guidance and regulations under GATA shall apply, as applicable.

SIGNATURES ON NEXT PAGE

ILLINOIS ADDENDUM B
Data and Information Privacy (SOPPA)

This Data and Information Privacy (SOPPA) Addendum (“**SOPPA Addendum**”) dated as of the date of the last signature below, between Johnsbury Community Unit School District 12, an Illinois public school district (hereinafter “**School District**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

WHEREAS, School District and Care Solace agree to enter into the Service Agreement with the revisions outlined herein incorporated; and

WHEREAS, the Parties agree that in the case of a conflict between the Service Agreement and this SOPPA Addendum that this SOPPA Addendum shall control; and

WHEREAS, the School District and Care Solace represent and confirm that they each have the authority to enter into the Service Agreement and this SOPPA Addendum,

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this SOPPA Addendum, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Service and Data Elements Shared: The Scope of Services and Data Elements Shared is as set forth in the first Recital, Section 1.1 and Exhibit A of the Service Agreement and reproduced herein:

Care Solace owns and operates a web-based navigation system that assists its school district clients and the districts’ students, staff, and parents (together “**Authorized Users**”) in locating and connecting with mental health providers and/or community-based social services. Care Solace agrees to manage and provide such services through a web-based unified student services management platform branded with School District’s name (the “**Platform**”) on the terms and conditions set forth in this Agreement.

1.1 **Scope of Services**. Care Solace will provide the services requested as described in **Exhibit A** hereto, including a non-exclusive, non-transferable (except in compliance with Section 12.5) right to access and use the Platform during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions of this Agreement (collectively, the “**Services**”). Such use is limited to School District’s internal use. For purposes of this Agreement, Authorized Users shall also include employees, consultants, contractors, and agents of School District: (a) who are authorized by School District to access and use the Services under the rights granted to School District pursuant to this Agreement; and (b) for whom access to the Services has been licensed hereunder.

Services:

a. Software-as-a-Service. Care Solace will provide a software-as-a-service offering in the form of the Platform, through which School District and its Authorized Users will have access to the following services:

"Care Coordination" Services.

Through the Platform's "**Warm Handoff®**" module, Care Solace will administer a screening and referral process, whereby School District-enrolled students in need of mental health or other health care or social services are identified and matched to Treatment Provider(s) or appropriate social service organizations. The School District shall provide to Care Solace: (i) student name; (ii) student address; (iii) parent name(s); (iv) parent mailing address; (v) parent email address(es); and (vi) parent phone number(s).

Through the Platform's "**Care Match®**" self-service portal, Care Solace will administer a screening and referral process, whereby Authorized Users or their legal guardians in need of mental health or other health care or social services are matched to Treatment Provider(s) or appropriate social service organizations.

b. Care Companion™ Services. Care Solace will provide School District-enrolled students and/or their parents or lawful guardians with telephone and email access to unlicensed administrative care coordinators ("**Care Companions**") who are trained in researching and addressing Treatment Provider availability and health insurance issues. Care Companions will be available to work directly with School District-enrolled students and/or their parents or lawful guardians 24 hours per day, 7 days per week, 365 days per year.

2. Definitions: As used in this Addendum, "School District Data" includes: (i) "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3; (ii) "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d); (iii) "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5. "School District Data" does not include information provided directly to Care Solace from a parent or "eligible student," as defined in FERPA.

3. Minimum Data Shared: Care Solace attests that the data requested by Care Solace from the School District for the School District to access the services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

4. Publication of Agreement and Subcontractors: Under SOPPA, the School District must publish Care Solace's name and business address, a copy of this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. Care Solace shall provide the School District with a list of subcontractors by January 1 and July 1 of each year.

5. Compliance with Law: Care Solace and School District each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the *Illinois School Student Records Act* (105 ILCS 10/1 et seq. (hereinafter "ISSRA")), the *Family Educational Rights and Privacy*

Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, “FERPA”), the *Children’s Online Privacy Protection Act*, 15 U.S.C. §§ 6501-6506 (hereinafter “COPPA”), and the *Student Online Personal Protection Act* (105 ILCS 85/) (hereinafter “SOPPA”).

6. Data Ownership and Control: The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. Care Solace does not obtain any right, title, or interest in any of the School District Data furnished by the School District.

7. School District Access to Data: Any School District Data in the possession or under the control of Care Solace shall be made available to the School District upon request by the School District. Care Solace shall be responsible to provide copies of or access to School District Data in the possession or under the control of Care Solace to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the *Illinois Freedom of Information Act* (“FOIA”), 5 ILCS 140/1 et seq., requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

8. School Officials Requirements: Care Solace may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. Care Solace acknowledges that it is acting and designated as a “school official” or “official of the school” with a “legitimate educational interest” in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a “School Official”). Care Solace agrees to abide by the limitations and requirements applicable to a School Official. Care Solace agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. Care Solace agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that Care Solace: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District or a parent or “eligible student,” as that term is defined in FERPA, or pursuant to a court order; (3) will not use School District Data for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

9. Internal Company Disclosure: Care Solace attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law.

10. Data Security: Care Solace agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. Care Solace shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or

transmission. Care Solace agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure Care Solace's own data. Care Solace shall maintain complete and accurate records of its security measures for School District Data. Upon request, and signature of a non-disclosure agreement as needed, Care Solace will provide the School District the results of the most recent audit conducted of its applicable security measures.

11. Privacy Policy: Care Solace must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Access by students or parents/guardians to Care Solace's programs or services governed by the Agreement and this Addendum or to any School District Data stored by Care Solace shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

12. Data Destruction/Return: Upon termination of the Agreement, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, Care Solace agrees that it promptly shall return to the School District all School District Data in Care Solace's possession and control. If return of the data is not feasible or if the School District agrees, then Care Solace shall destroy the data. Care Solace shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this Section 12 is if Care Solace has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information.

13. Data Breach: For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data.

13.1 In the event of a data breach, Care Solace agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than seven (7) days after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of Care Solace who shall serve as Care Solace's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at Care Solace regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the data breach.

13.2 Care Solace shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

13.3 Care Solace shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of reasonable costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the data breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach, provided, however, that if School District solely responsible for a data breach, Care Solace shall have no obligation to reimburse or indemnify School District. The Parties agree that none of the data if breached would impact an individual's credit such that credit monitoring is necessary. In no event shall Care Solace's liability under this provision exceed the total general liability insurance in Care Solace's certificate of insurance pursuant to the Service Agreement.

13.4 The Parties agree that any disagreement between the Parties regarding the relative responsibility for any data breach shall be considered a "Dispute" that shall be determined by binding arbitration as set forth in this section, consisting of Paragraph 10, Dispute Resolution, of the Service Agreement (hereinafter the "Arbitration Agreement").

14. Prohibited Uses: Care Solace shall not do any of the following:

14.1 Use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum;

14.2 Sell or rent a student's information, including covered information. This Section does not apply to the purchase, merger, or other type of acquisition of Care Solace by another entity if Care Solace or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

14.3 Notwithstanding the previous paragraphs and any other terms of this Addendum, Care Solace may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. Care Solace agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Addendum.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward

Title: Chief Growth Officer

Signature: Anita Ward

Date: 01-21-2026

Johnsburg Community Unit School District 12 ("School District")

Printed Full Name: Annie Mulvaney

Title: Assistant
Superintendent

Signature: Annie Mulvaney

Date: 01-20-2026

CERTIFICATE *of* SIGNATURE

REF. NUMBER
RM5SJ-RIQXE-B24V7-AU4RV

DOCUMENT COMPLETED BY ALL PARTIES ON
21 JAN 2026 14:03:14
UTC

SIGNER

TIMESTAMP

SIGNATURE

DAWN MENDRALLA

EMAIL
DMENDRALLA@JOHNSBURG12.ORG

SHARED VIA
[LINK](#)

SENT
15 JAN 2026 23:10:29

VIEWED
20 JAN 2026 21:12:57

SIGNED
20 JAN 2026 21:14:38



IP ADDRESS
216.125.46.146

LOCATION
MCHENRY, UNITED STATES

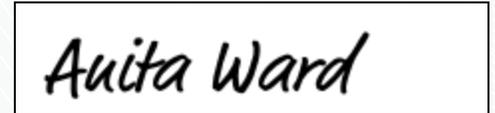
ANITA WARD

EMAIL
ANITA.WARD@CARESOLACE.ORG

SENT
15 JAN 2026 23:10:29

VIEWED
21 JAN 2026 13:39:16

SIGNED
21 JAN 2026 14:03:14



IP ADDRESS
24.240.17.176

LOCATION
NEWMAN, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
21 JAN 2026 13:39:16

