



GOVERNMENT 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 Customer identified in the Order. Customer and Calm are referred to individually as a “**Party**” and collectively as the “**Parties**.” The Parties hereby agree as follows:

1. DEFINITIONS

- 1.1. “**Admin Console**” means the online console(s) and tool(s) provided by Calm to Customer for administering the Services.
- 1.2. “**Administrators**” mean the Customer-designated technical personnel who administer the Services on Customer’s behalf.
- 1.3. “**Affiliate**” means an entity that controls, is controlled by, or is under common control with a Party. For the purposes of this definition, “control” and its cognates mean direct or indirect ownership of more than 50% of the voting interests of the applicable Party.
- 1.4. “**Claim**” means any claim, action, proceeding, or suit.
- 1.5. “**Customer Data**” means any identifying information (such as name, email address, employee ID number, or other identifying information designated by Customer) of an applicable User that is provided by Customer to Calm.
- 1.6. “**Law**” means all laws and regulations, including state and federal laws and regulations, binding orders, and ordinances, applicable to such Party in its performance of this Agreement, including privacy laws and regulations governing such Party and its data privacy practices.
- 1.7. “**Order**” means any ordering document for Services (that either references this Agreement or to which this Agreement is attached) that is executed by Calm and the Customer identified in such ordering document.
- 1.8. “**Services**” means subscriptions to the Calm mobile application and related website that provides a variety of mental resiliency content and the associated Admin Console.
- 1.9. “**User**” means a Customer’s personnel who are authorized to use the Services under Customer’s account, including employees (and employee dependents), consultants, and contractors of Customer.

2. CALM SERVICES

- 2.1. **Access to Services and Reports.** Subject to Customer’s continuing compliance with its obligations set forth in this Agreement, and while an Order under this Agreement remains in effect: (a) Calm will provide access to the Services to: (i) each User authorized under an applicable Order pursuant to (and subject to such User complying with) the then-current “Terms of Service” set forth on the website for the Services; and (ii) access to the Admin Console for the Administrator(s) to manage Customer’s use of the Services (and each User’s ability to access the Services, 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 Service from time to time; in each case, in accordance with the provisions of this Agreement (including the applicable Order).
- 2.2. **Eligibility.** Customer may designate a User as being eligible to access the Services by: (a) providing Calm with a monthly report (in a format acceptable to Calm) identifying such Users; (b) uploading the User information directly via the Admin Console; (c) enabling single sign-on functionality for such User; or (d) such other methods as agreed upon by the Parties. Customer will provide all notices and obtain all consents as required by Law to share the Customer Data with Calm for Calm’s processing in accordance with the Agreement.

3. CUSTOMER'S OBLIGATIONS

3.1. Access Restrictions. Customer will not: (a) make the Services available to, or use the Services for the benefit of, anyone other than Users; (b) sublicense, resell, time share, or similarly exploit the Services; (c) reverse engineer, modify, adapt, or hack the Services, or otherwise attempt to gain unauthorized access to the Services or its related systems or networks; or (d) access the Services to build a competitive product or service. Unless otherwise agreed to in an applicable Order, if Customer exceeds the maximum number of Users identified on an applicable Order, Calm may request an Order modification and, upon approval, invoice Customer for each additional User at the same pricing as that for the pre-existing User subscriptions thereunder, prorated for the remainder of the applicable subscription term. If Customer fails to timely approve modification of the Order to cover the number of Users, Calm may restrict access to only the maximum number identified on the applicable Order.

3.2. Admin Console. 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 in the Services performed using its Account Information. Calm's responsibilities do not extend to the internal management or administration of the Services for Customer.

4. COMPENSATION & PAYMENT

4.1. Fees. Customer will pay Calm or its authorized reseller as applicable all fees, and other charges specified in each Order in accordance with the GSA Schedule Pricelist (collectively, "**Fees**") within thirty (30) days of the receipt date of the invoice issued by Calm, unless a different period is specified in the applicable Order. Calm shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

4.2. Late Payment. Any amount due under this Agreement that remains unpaid after its due date will bear interest at the maximum rate permitted by Law as permitted by the Prompt Payment Act.

5. INTELLECTUAL PROPERTY; FEEDBACK

5.1. Calm IP. As between Calm and Customer, Calm owns all right, title, and interest, including all intellectual property rights, in and to the Services, usage and other information collected through engagement with the Services (excluding any Customer Data), and any other information, reports, program, or marketing materials provided by Calm to Customer, including via the Services (collectively, "**Calm IP**"). All rights in the Calm IP not expressly granted to Customer in this Agreement are reserved by Calm.

5.2. Feedback. Customer may (but is not obligated to) provide Calm with suggestions, ideas, enhancement requests, or other feedback ("**Feedback**"). If Customer provides any such Feedback to Calm, Customer hereby grants Calm a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and otherwise practice such Feedback. Calm acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

6. DATA

6.1. Customer Data. Customer owns all Customer Data. Customer hereby grants Calm and its Affiliates a nonexclusive, worldwide, royalty-free license during the Term (defined below) to use and access Customer Data and provide necessary access to third-party service providers acting on Calm's behalf, such as Amazon Web Services, only to: (a) provide the Services and perform Calm's obligations under this Agreement; and (b) to prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

6.2. Protection of Customer Data. Calm will maintain commercially reasonable administrative, physical, and technical safeguards to protect the Customer Data. Calm may update such security protections from time to time; provided, however, that Calm will not update or modify any security protections in a manner that materially decrease its security controls.

7. TERM AND TERMINATION

7.1. Agreement Term. Unless terminated earlier as provided in the Agreement, this Agreement commences on the Effective Date and continues until no Orders remain in effect for ninety (90) consecutive days (the "**Term**").

7.2. 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) (“**Initial Order Term**”). All User subscriptions under an applicable Order will terminate when the Order terminates or expires. For clarity, a new Order does not constitute a renewal of any prior Order.

7.3. Termination for Cause. When the User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, cause shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

7.4. Effects of Termination. Upon the 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 or anonymize all Customer Data, in the manner and on the schedule as required by Law, and in accordance with Calm’s then-current data deletion practices. Termination or expiration will not relieve either Party of obligations incurred prior to the effective date of the termination or expiration. The following Sections survive the expiration or termination of this Agreement: 1, 4 (with respect to amounts accrued prior to expiration or termination), 5, 6.1, 7.4, 8, 9.3, 9.4, 10, 11, and 12.

7.5. Suspension. Calm may suspend access to all or any part of the Services under an Order immediately when the Order terminates or expires.

8. CONFIDENTIAL INFORMATION

8.1. Definition of Confidential Information. As used herein, “Confidential Information” means any nonpublic or proprietary information disclosed by a Party (“**Discloser**”) to the other Party (“**Recipient**”), whether orally or in writing, 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, Customer Data is the Confidential Information of Customer is 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 without any obligation of confidentiality 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.

8.2. Protection of Confidential Information. Recipient will: (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not use any Confidential Information for any purpose outside the scope of this Agreement; and (c) only disclose Confidential Information of the Discloser to those of its (and including in the case of Calm, its Affiliates’) employees, contractors, and agents (“**Representative(s)**”) who are bound in writing by confidentiality obligations at least as protective as this Agreement and need such access for purposes consistent with this Agreement. If any Representative discloses or uses Confidential Information other than as authorized in this Agreement, Recipient will be liable to Discloser for such disclosure or use to the same extent that Recipient would have been liable had Recipient performed such unauthorized disclosure or use.

8.3. Compelled Access or Disclosure. Notwithstanding any language to the contrary, Recipient may disclose Confidential Information if it is compelled by Law to do so, if Recipient gives the Discloser prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the Discloser’s cost, if Discloser wishes to contest such disclosure.

8.4. Public Disclosure Obligations. To the extent Customer is a government agency subject to the Freedom of Information Act, 5 U.S.C. 552, Calm represents, and the Customer acknowledges, that Calm’s Confidential Information includes trade secrets or other data exempted from release due to competitive harm or based on the proprietary nature of the data, provided that nothing in the confidentiality obligations in this Section 8, restricts Customer’s employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a government contract.

9. WARRANTY; DISCLAIMER

9.1. 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.

9.2. Compliance. In the performance of this Agreement, each Party will comply with the Law applicable to it.

9.3. Disclaimer. CALM WARRANTS THAT THE SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY AS DESCRIBED IN THE ORDER , 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 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 ERROR-FREE OR UNINTERRUPTED. CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF CALM TO ANY PERSON.

9.4. 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 MAKE STATEMENTS THAT THE SERVICES ARE MEANT TO BE USED IN THE TREATMENT OR MANAGEMENT OF ANY DISEASES OR CONDITIONS.

9.5. Additional Customer Warranty. Customer represents and warrants that Customer Data and the use thereof by Calm as contemplated in this Agreement does not and will not infringe or misappropriate any third party intellectual property or other rights.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. EXCEPT AS SET FORTH IN SECTION 10.2, TO THE GREATEST EXTENT PERMITTED BY LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRISED 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: (A) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR PERTAINING TO THIS AGREEMENT SUFFERED BY CUSTOMER OR OTHERS (INCLUDING ANY LOST PROFITS, LOST REVENUE OR LOSS OF GOODWILL); AND (B) EACH PARTY'S TOTAL AND CUMULATIVE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR PERTAINING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO CALM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO THE FIRST CLAIM UNDER THIS AGREEMENT.

10.2. Exceptions. THE LIMITATIONS SET FORTH IN SECTION 10.1 DO NOT APPLY TO: (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11; OR (B) DAMAGES ARISING OUT OF EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR CUSTOMER'S UNAUTHORIZED USE OF CALM IP OR CUSTOMER'S FAILURE TO PAY ANY AMOUNTS DUE UNDER THIS AGREEMENT.

10.3. 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 WILL APPLY EVEN IF THE WARRANTIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10.4. False Claims Act. THE LIMITATION OF LIABILITY IN THIS SECTION 10 DOES NOT IMPAIR THE CUSTOMER'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF THE AGREEMENT AS PERMITTED UNDER ANY APPLICABLE FEDERAL OR STATE FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 U.S.C. 3729-3733) OR EQUIVALENT STATE LAW.

11. INDEMNIFICATION

11.1. Calm Indemnification. Calm will have the right to intervene to defend Customer and its directors, officers, and employees against any third-party 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 11.1, to the extent such Claim arises from: (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 User's misuse of the Services or use of the Services in excess of the rights granted in the Agreement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

11.2. Customer Indemnification. [Intentionally deleted].

11.3. Indemnity Obligations. The indemnifying Party's (the "Indemnitor") obligations under this Section 11 are conditioned upon the person(s) seeking indemnification under this Section 11 (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. Notwithstanding the foregoing, Customer's obligation, as the Indemnitor, to provide Calm control over the defense and settlement of any Claim is subject to the provisions of 28 U.S.C. 516 where Customer is a federal government entity, except Customer must make every effort to permit Calm to participate fully in the defense or settlement of any Claim.

12. GENERAL

12.1. 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.

12.2. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other Party. Any amalgamation or merger of Customer with any third party, or the purchase of all or substantially all of the assets or equity of Customer, will be deemed an assignment requiring consent. Any attempted transfer in violation of this Section 12.2 is void.

12.3. Notices. Any notice must be in writing and will be effective upon delivery as follows: (a) if to Customer, when (i) 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 notices@calm.com, with a duplicate copy sent via registered mail, return receipt requested, to the following address: Calm.com, Inc., Attn: Legal, 555 Bryant Street, Suite 262, Palo Alto, CA 94301. Either Party may change its address for receipt of notices by providing notice to the other Party in accordance with this Section 12.3.

12.4. Force Majeure. In accordance with GSAR Clause 552.212-4(f), neither Party will be liable to the other Party for the nonperformance of any obligation under this Agreement (other than any payment obligation) arising from any cause beyond such Party's or its suppliers' reasonable control, regardless of whether such cause is foreseeable, including any: (a) act of God; (b) flood, fire, explosion, earthquake, or natural disaster; (c) act of terrorism, war, revolution, invasion, riot, or other civil or military disturbances or acts of public enemies; (d) act, regulation, order, or Law of any government, civil or military authority, or any injunction of any nature; (e) embargo, blockade, tariff, or other trade restriction in effect on or after the Effective Date; (f) national or regional emergency; (g) epidemic, pandemic, or other contagion, including COVID-19; (h) strike, lockout, labor dispute, stoppage or slowdown, or other industrial disturbance; (i) casualty or accident; (j) denial of service attacks and other malicious conduct; or (k) inability to procure, or any interruption, loss, malfunction, or shortage of, any supplies, services, products, equipment, transportation, utilities, communications, or computer software, hardware, or services.

12.5. Governing Law. This Agreement and all proceedings arising hereunder will be governed by and construed in accordance with the Federal laws of the United States where Customer is a US Federal entity, and the laws of the State of California for all other entities: In accordance with GSA Schedule Contract Clause 552.238-114 Use of Federal Supply Schedule

Contracts by Non-Federal Entities (May 2019), including private and quasi-governmental entities, in each case, without reference to conflicts of laws principles.

12.6. Disputes. Any dispute between the parties will be resolved under the procedures in FAR 52.233-1.

12.7. Severability. Each provision contained in this Agreement constitutes a separate and distinct provision 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 the remaining provisions of this Agreement will remain unimpaired.

12.8. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.9. Publicity. Neither Party will issue any press releases or make any social media posts referencing the other Party except with the prior written permission of the other Party or as required by Law. Without limiting the foregoing, Calm may use Customer's name, logo, or marks for the purpose of marketing the Services without prior approval.

12.10. 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.

12.11. 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 duly authorized representatives of the Party against whom the modification, amendment, or waiver is to be asserted. For the government, the only duly authorized representative is the Contracting Officer. 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.

12.12. Entire Agreement. This Agreement along with 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; provided that if a conflict exists between an Order and this Agreement, then the Agreement controls to the extent of the conflict unless the Order expressly states it supersedes the Agreement.

12.13. 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; (d) "or" is used in the sense of "and/or"; (e) "any" is used in the sense of "any or all"; and (f) the words "include," "includes," or "including" are to be construed as if they are immediately followed by the words "without limitation." 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.

12.14. 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.

[Signature page follows]

AGREED AND ACCEPTED:

<p>CALM.COM, INC.</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CUSTOMER</p> <p>Customer: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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