

Addendum, Ex. 1 – March of Dimes Standard Terms and Conditions for Mission Investment Opportunities

PROGRAM OPERATION AND ACCESS.

Operation. MOD offers its Program for informational and educational purposes only. MOD shall have full discretion over the Program content, structure, and operations and reserves the right to modify the Program as necessary to accomplish the intended goals of the Program.

Availability of Program. MOD will make the Program available for use by Organization as provided in these Terms and Conditions and in the relevant Program Appendix.

Rights Reserved. Notwithstanding anything to the contrary herein, all rights not specifically granted in this Agreement shall, as between Organization and MOD, be reserved and remain always with MOD. The subscription granted hereunder shall not be construed to confer any rights upon Organization, other than those expressly granted herein, by implication, estoppel or otherwise as to any technology not specifically set forth in this Agreement.

Cooperation. Organization agrees to provide all necessary and reasonably requested information, direction, and cooperation to enable MOD to provide the Program(s). Organization acknowledges and agrees that MOD shall use all information and data supplied by Organization (or on its behalf) without independently verifying the accuracy, completeness, or timeliness of such information or data. MOD will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate, or outdated information and data, or if Organization does not provide adequate access to its employees, agents, or other representatives necessary for MOD to provide the Program(s).

ADDITIONAL PAYMENT TERMS.

Payment Delinquency. MOD reserves right to disconnect the Organization's access to the Program if any payment due hereunder is delinquent by thirty (30) days or more from the date due. MOD shall provide Organization with written notification of intent to turn off access due to non-payment of fees.

Taxes. Organization shall be responsible for all applicable sales, use and other taxes and all applicable duties, levies and export fees and similar charges imposed by any federal, state or local government entity on the maintenance and support provided and fees paid under this Agreement, excluding taxes based solely upon MOD income.

INTELLECTUAL PROPERTY RIGHTS.

March of Dimes Rights. MOD shall retain all right, title and interest in and to any and all of its copyrights, patents, trademarks, trade names, trade secrets, specifications, documentation and user interfaces, including all content and information contained in the Program or related materials and all data generated or provided by the Program ("**MOD Intellectual Property**"). MOD grants Organization a limited, world-wide, non-exclusive, non-transferable, non-sub licensable license during the term of this Agreement to access and use the MOD Intellectual Property solely in connection with the use of the Program. Such license shall terminate upon the termination, expiration or non-renewal of this Agreement. Organization and End Users may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, license, or otherwise transfer or use any of MOD Intellectual Property without explicit written permission from MOD to do so.

Organization Intellectual Property. Organization owns and shall retain all right, title and interest in and to any to **intellectual** property provided by Organization to MOD in connection with this Agreement (the "**Organization Intellectual Property**"). Organization grants MOD a limited, world-wide, non-exclusive, royalty free, transferable, sublicensable license during the term of this Agreement to use, reproduce, electronically distribute, publicly display the Organization Intellectual Property to the extent necessary for MOD to fulfill its obligations under this Agreement.

Promotion and Marketing. Neither party shall publish, distribute, or use the logo, trademark, service mark, trade dress or name of the other party for the purpose of publicity or promotion, making a news release, or for products or service endorsement without prior written approval of the other party. In the event a Party provides such written consent, the other Party agrees to use the representative logo to be provided by the permitting Party and to abide by any trademark usage guidelines the permitting Party may provide. Provided however, that MOD is authorized to publish Organization's name and logo in a list of customers.

CONFIDENTIALITY.

Confidentiality Information. The parties agree that during the terms of this Agreement, any party may disclose to the other Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any and all technical, business and other information which derives value, economic or otherwise, actual or potential, from not being generally known to the public or other third parties who can obtain value from its use or disclosure (other than the party disclosing such information and its affiliates), including without limitation, technical or nontechnical data, compositions, devices, methods, techniques, drawings, processes, financial data or plans, donor lists, and information regarding the strategies, business plans or operations, and marketing strategies. Confidential Information includes information disclosed or owned by third parties that is treated by the disclosing party as confidential or that the disclosing party is required to treat as confidential, whether such obligation is contractual or arises by operation of law.

Use of Confidential Information. Each party agrees not to disclose, copy, modify, distribute or otherwise transfer the other party's Confidential Information, or any part thereof, to any other person or entity at any time, except as specifically permitted by this Agreement. Each party has the right to disclose the Confidential Information of the other party only to its employees, contractors or agents who have a specific need to know in order to perform that party's obligations hereunder, each of whom is notified in writing of the obligations of confidentiality as provided herein, but each party shall be responsible for all of its employees', contractors' and agents' actions with respect to the other party's Confidential Information. Each party shall use the other party's Confidential Information only to fulfill its obligations hereunder, and not for any other purpose. Except for Confidential Information that constitutes sensitive personal information (the disclosure of which is prohibited under other federal or state data security or privacy laws) or which constitutes a trade secret under law, the obligations and restrictions set forth in this [Section 4.2](#) shall not apply to any Confidential Information that the receiving party can establish by credible written evidence: (i) is or becomes part of the public domain without breach of this Agreement by the receiving party; (ii) is lawfully in the possession of a receiving party, without

restriction, prior to receiving it from the disclosing party; (iii) is independently developed by or for a receiving party without use of, or reference to, Confidential Information; (iv) is received from a third party who lawfully acquires such information without restriction, and without breach of this Agreement by a receiving party; and/or (v) is released pursuant to a binding court order or government regulatory agency, provided that the receiving party delivers a copy of such order or action to the other party and cooperates with the other party if it elects to contest such disclosure.

User Data. In connection with use of the Program, End Users may provide information, including personal information to MOD (“**User Data**”). Organization and End Users agree that MOD may use User Data to perform its obligations under this Agreement, including the provision of reporting to Organization and the provision of the Program and related communications to End Users, and for such other uses as are expressly described in MOD’s Privacy Policy available at <https://www.marchofdimes.org/policy.aspx>. MOD and Organization acknowledge that at any time before or after MOD’s receipt of User Data that an End User may: (i) consent to MOD’s use of his/her User Data for additional purposes; or (ii) voluntarily engage with MOD beyond the Program by contacting MOD, attending a MOD event, volunteering for or donating to MOD, or otherwise. In such cases, MOD may use and disclose User Data in accordance with the MOD Privacy Policy applicable to such consent or engagement. MOD may aggregate and anonymize User Data and utilize such aggregated or anonymized information and statistical usage data for mission related purposes including Program delivery, evaluation, improvement and promotion.

Data Security. Each of MOD and Organization will comply with our respective obligations arising from data protection and privacy laws in effect from time to time to the extent applicable to the Programs. This includes, without limitation, (i) the obligation, if any, of Organization to obtain any required consent(s) in respect of the transfer of information to MOD by you or any third party relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws (“**Personal Information**”), (ii) any obligation with respect to the creation or collection of additional Personal Information by us, and (iii) any obligation with respect to the use, disclosure and transfer by us of Personal Information as necessary to perform the Services or as expressly permitted under this Agreement. MOD agrees that it will handle such Personal Information consistent with the terms of this Agreement, including any relevant Program Addendum and for purposes of providing the Program. MOD confirms that it has taken appropriate technical and organizational measures intended to prevent the unauthorized or unlawful processing of Personal Information and the accidental loss or destruction of, or damage to, Personal Information.

WARRANTIES.

Limited Warranty. MOD represents and warrants that the Program will substantially conform to the descriptions set forth in this Agreement (including the Program Addendum). In the event of a breach of the foregoing warranty, as Organization’s exclusive remedy, and MOD’s sole liability, MOD shall, at its option, (a) correct the nonconforming component of the Program or reperform the nonconforming services, or (b) refund to Organization the fees paid for the nonconforming services or component of the Program during the period of non-conformance.

WARRANTY DISCLAIMER. THE WARRANTIES SET FORTH IN ARTICLE 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY MOD WITH RESPECT TO THE

PROGRAM AND SERVICES PROVIDED UNDER THIS AGREEMENT. THE PROGRAM IS PROVIDED “AS IS” WITHOUT ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED AND MOD SPECIFICALLY DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ALL STATUTORY AND IMPLIED WARRANTIES INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR ACCURACY OF DATA. MOD DOES NOT WARRANT THAT THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE.

INDEMNIFICATION.

Mutual Indemnity. Each party (an “**Indemnitor**”) hereby agrees, at its own expense, to defend, indemnify and hold harmless the other party and its, directors, officers, volunteers, employees, affiliates and agents (“**Indemnified Parties**”) from and against any damages awarded to (or agreed upon in a settlement with) a third party in any third-party allegation, claim, action, litigation, suit, arbitration or other proceeding (each, an “**Action**”) against Indemnified Parties to the extent such damages were directly caused by: (i) Indemnitor’s violation of Laws or regulations; (ii) Indemnitor’s gross negligence or intentional misconduct; or (iii) Indemnitor’s breach of this Agreement.

Conditions of Indemnity. The Indemnification obligations set forth above are conditioned on the Indemnified Party providing the Indemnitor: (i) prompt notice of any such Action for which indemnity is sought; (ii) sole control over the defense and settlement of such Action; provided that the Indemnitor will not settle the Action in any way that adversely affects the rights of the Indemnified Party without the Indemnified Party’s prior written consent; and (iii) all reasonable assistance in the defense of such Action, at the Indemnitor’s expense.

Limitation of Liabilities. IN NO EVENT WILL MOD BE LIABLE IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) LOSS OF GOODWILL OR REPUTATION; (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY AND ANY THIRD PARTY CLAIMS BASED ON LOSS OF DATA, SECURITY BREACH OR INFRINGEMENT; IN EACH CASE REGARDLESS OF WHETHER ORGANIZATION WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL MOD’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID TO MOD UNDER THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

GENERAL PROVISIONS.

Compliance with Law. Each party will at all times comply with all laws and regulations applicable to its activities in connection with this Agreement (“**Laws**”), including without limitation state and federal laws related to tax, privacy, data security, labor, employment and nondiscrimination. Organization specifically represents and warrants that it shall not use any User Data that it receives in connection with the Program, including Program enrollment or activity, to take any action or make any employment related decisions that would violate applicable Laws. Organization is solely responsible for assessing and complying with Laws that may apply to its activities in connection with this Agreement, including (if applicable) the establishment of eligibility criteria and the offering of incentives or rewards to

Program participants. The parties acknowledge and agree that it is their mutual intent that the Program be offered in such a manner that it is not subject to regulation by ERISA or HIPAA and shall fully cooperate with each and make such modifications to the Program structure as may be required to effect such intent.

Conflicts. Neither party will offer or provide to the employees, agents or other representatives of the other party any favors, gratuities, gifts, payments, employment or anything of value, nor enter any other business transactions which might create a conflict of interest, whether or not in an attempt to influence such person's administration of the provisions of this Agreement or to otherwise gain unfair advantage individually and/or relative to competing suppliers or vendors. Additionally, each party agrees to immediately report to the other party any requests made for favors, gratuities, gifts, payments, or anything of value by employees, agents or other representatives of such party or any employment relationships or business transactions between the parties and/or their employees, agents, or other representatives which might create any conflict of interest, and will cooperate with respect to any inquiry or investigation being conducted related to such activities or alleged activities.

Termination. MOD may terminate this Agreement without cause, upon thirty (30) days' prior written notice to Organization. In addition, either party may terminate this Agreement (a) if the other materially breaches any of its obligations hereunder and fails to cure such breach within thirty (30) days of receiving written notice of such breach specifying the nature of such breach; and (b) if the other party files or has filed against it any bankruptcy insolvency proceeding or makes a general assignment for the benefit of its creditors, or is the subject to any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, or enters into an Agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

Governing Law. The validity, construction and enforceability of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA without regard to conflicts of law provisions thereof. Jurisdiction and venue for all disputes hereunder shall be in Arlington County, Virginia, and the parties hereby expressly agree to such exclusive jurisdiction and venue.

Force Majeure. In no event shall MOD be liable or be deemed to be in breach of this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond MOD's reasonable control, including acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

Enforcement. Each party agrees that the other party may be irreparably harmed, and money damages may be inadequate compensation in the event that a party breaches the confidentiality or intellectual property provisions of this Agreement. Either party shall be entitled to seek injunctive relief (without the obligation to post a bond) against the other party, in addition to all other remedies available under law, in the event such other party breaches their obligations regarding confidentiality or intellectual property.

Attorneys' Fees. If a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.

Assignment. Organization may not assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof, without MOD's prior written consent. Organization acknowledges and agrees that MOD is permitted to utilize subcontractors and vendors to support its provision of the Program to Organization and its End Users.

Miscellaneous. If any provision of this Agreement is determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other default or breach, or subsequent default or breach. The parties agree that certain obligations under this Agreement which by their nature would continue beyond the termination or expiration of this Agreement, will survive termination or expiration of this Agreement, including obligations pertaining to intellectual property, limitations of liability, indemnification and confidentiality.

E-LEARNING TERMS AND CONDITIONS. Additional terms applicable to the following MIO Programs: (1) Implicit Bias Training (E-Learning); (2) Training Institute; and (3) Becoming a Mom (E-Learning).

Access to Program. Subject to the terms of this Agreement and to Organization's performance of its obligations hereunder, including timely payment, MOD hereby grants Organization and its End Users a limited, non-transferable, non-assignable, non-sublicensable, non-exclusive, license to access the Program during the term of the Agreement. "End User" means an individual administrator or eligible Organization employee who is authorized and registers for the Program through the Organization's unique Program URL.

Availability of Program. MOD will launch the Program for use by Organization and its authorized employees following execution of the Agreement and receipt by MOD of required set-up information. Following launch, MOD shall make the Program available to End Users throughout the Subscription Term, except for reasonable periods of maintenance. If Organization is unable to access or use the Program at any time, or Organization identifies a substantial issue or problem relating to the Program, Organization shall promptly notify the Primary MOD Contact. MOD agrees to use commercially reasonable efforts to resolve any such lack of access or use issues.

Restrictions. Organization shall not, and shall not permit any third party or End Users to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Program; modify, translate, or create derivative works based on the Program; use the Program for timesharing or for any purpose other than its own use for the benefit of its End Users; or use the Program other than in accordance with this Agreement and in compliance with all applicable laws and regulations and/or grant any sublicenses to the Program. Organization is responsible for all acts and omissions of End Users. Any act or omission by an End User that would constitute a breach of this Agreement if taken by Organization will be deemed a breach of this Agreement by Organization.

Equipment. Organization is solely responsible for providing all necessary hardware and networking equipment required to allow End Users to interface and exchange data with the Program.

Third Party Services. Organization acknowledges that certain aspects of Programs may interface with or be enabled by third-party applications or services purchased by Organization from third parties. MOD makes no warranty with respect to any third-party applications, and MOD shall have no liability should Program services or client content become unavailable due to

errors or unavailability of such third-party applications or services.