



Amendment #1 to Teladoc Health Services Agreement

This Amendment #1 (the "Amendment") is effective as of (the "Amendment Effective Date") and amends the Teladoc Health Services Agreement between **Town of Apex** (the "Employer") and Teladoc Health, Inc. ("Teladoc Health").

WHEREAS, Employer and Teladoc Health are parties to the Teladoc Health Services Agreement effective **October 1, 2025** (the "Agreement"); and

WHEREAS, the Parties desire to amend certain terms of the Agreement relating to the Term of the Agreement.

NOW, THEREFORE, Employer and Teladoc Health agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Agreement.
2. **Amendment to Section II- Term and Termination.** As of the Amendment Effective Date, Section II of the **BetterHelp Services Exhibit** of the Agreement shall be deleted in its entirety and replaced with the following:

"A. BetterHelp will provide the Online Therapy Services commencing on **October 1, 2025** ("**Start Date**").

This Exhibit commences on the Effective Date and will continue in force for an initial term that will end on **June 30, 2026** ("**Initial Term**"). At the expiration of the Initial Term, the Exhibit will be extended from July 1, 2026 to June 30, 2029 ("**First Renewal Term**"). Any extensions of this Exhibit past the Initial Term and the First Renewal term are referred to as "**Renewal Term**". The Initial Term, the First Renewal Term and any Renewal Terms of this Exhibit are collectively referred to as the "**Term**". This Agreement may be renewed for successive terms upon mutual written agreement of the Parties. Any such Renewal Term must be documented in a writing signed by both parties no later than sixty (60) days prior to the expiration of the then-current term. In the absence of such written renewal, the Agreement shall expire at the end of the then-current term."

3. **Miscellaneous.** Other than as modified herein, the terms of the Agreement remain in full force and effect. The section headings contained in this Amendment are for convenience of reference only and will not be used for substantive purposes. The Agreement, as amended by this Amendment, may be further amended only by a writing signed by both Parties. This Amendment may be signed in any number of counterparts, including facsimile, and as executed will constitute one and the same Agreement, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have accepted and agreed to the terms of this Amendment.

Teladoc Health, Inc

X _____

[empty member name] , Associate Director - Contracts

Email: laurie.woodward@teladochealth.com

Timestamp: [empty signing timestamp]

Town of Apex

X _____

Randal E. Vosburg, Town Manager

Email: [empty member email]

Timestamp: [empty signing timestamp]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

X _____

[empty member name] , Finance Director

Email: jon.griffin@apexnc.org

Timestamp: [empty signing timestamp]