

## WEECARE MASTER SERVICES AGREEMENT

This WeeCare Master Services Agreement (this “*Agreement*”), effective as of 12/30/22 (the “*Effective Date*”), is by and between WeeCare, Inc., a Delaware corporation (“*WeeCare*”) and Augusta, Georgia, a political subdivision of the State of Georgia, (“*Customer*”). WeeCare and Customer may be referred to herein collectively as the “*Parties*” or individually as a “*Party*.”

WHEREAS, WeeCare provides a marketplace platform to connect parents or guardians and childcare services providers (the “*WeeCare Platform*”);

WHEREAS, Customer desires to offer access to the WeeCare Platform and other associated services provided by WeeCare, as a corporate benefit, to Customer’s employees, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. SERVICES

(a) Services. Subject to the terms and conditions of this Agreement, WeeCare will provide Company the services associated with the WeeCare Platform set forth in the statement of work (a “*SOW*”) attached hereto as Exhibit A and any other SOW executed by the Parties pursuant to Section 1(b) (collectively, the “*Services*”).

(b) SOWs. From time-to-time in connection with this Agreement, the Parties may mutually agree in writing to execute additional SOWs under this Agreement. Upon the execution of any SOW by an authorized representative of each Party, such SOW will be deemed a part of and subject to the terms and conditions of this Agreement. In the event that any provision set forth in a SOW conflicts with any provision of the main body of this Agreement, such provision of this Agreement will supersede and control to the extent of such conflict, except to the extent that specific language in a SOW expressly states that it supersedes particular language in this Agreement.

(c) Employee Information. Customer (or if otherwise agreed by the Parties, WeeCare) will provide Customer’s designated employees with access to a WeeCare landing page where such employees may elect to opt-in to have access to the WeeCare Platform and may submit Employee Information to WeeCare.. Customer hereby represents, warrants and covenants that it has obtained from all of its applicable employees all rights and permissions necessary to provide such employees with access to such landing page, and for WeeCare to collect such Employee Information without violation of applicable laws, rules or regulations. For purposes of this Agreement, “*Employee Information*” means, with respect to each of Customer’s employees, such employee’s name, phone number, email and address and any other information designated as “Employee Information” in any applicable SOW.

(d) WeeCare Terms. Customer hereby acknowledges and agrees that all access to and use of WeeCare Platform by any of Customer’s employees who have opted-in to obtain such access and use will be subject to the WeeCare Terms of Use (located at <https://weecare.co/terms>) and WeeCare Privacy Policy (located at <https://weecare.co/privacy>), each as may be updated from time-to-time (collectively, the “*WeeCare Terms*”). WeeCare hereby reserves the right to terminate or suspend access to the Services to any of Customer’s employees who violated any provision of the WeeCare Terms.

(e) Cooperation. Customer will provide WeeCare with reasonable cooperation, assistance, access and information as necessary for WeeCare to perform the Services in accordance with this Agreement, including complete and accurate Employee Information, and any other specific assistance, information, cooperation or materials designated to be provided by Customer in any SOW.

(f) Feedback. From time-to-time Customer may provide WeeCare with suggestions, comments and feedback with regard to the WeeCare Platform or Services (collectively, “**Feedback**”). WeeCare may use all Feedback in connection with WeeCare’s business purposes, including for the improvement and provision of the WeeCare Platform and Services.

## 2. FEES AND PAYMENT.

(a) Fees. Customer will pay WeeCare the fees, charges and expenses set forth in any SOW, which fees will be invoiced in writing by WeeCare to Customer on an annual basis, and payable to WeeCare within thirty (30) days after the date of such invoice. With respect to any invoice, Customer may notify WeeCare no later than fifteen (15) days prior to the applicable invoice due date, if Customer disputes in good faith the accuracy of fees set forth on any invoice (e.g., in the event that a particular employee who previously opted into access the WeeCare Platform no longer works for Customer), with such notice to contain reasonable supporting evidence to support the basis of such dispute. WeeCare will promptly consider any such notice in good faith, and if WeeCare confirms such disputed amount in writing (email to suffice), then Customer will only be required to pay the undisputed amount on such invoice.

(b) Payments. All payments made under this Agreement to WeeCare will be made in U.S. dollars by wire transfer, credit card or ACH of immediately available funds to an account designated by WeeCare, or such other payment method mutually agreed by the Parties, and will be non-refundable. Any amounts due to WeeCare hereunder and not paid when due shall be a considered a material breach to this Agreement and grounds for termination. Neither Party will have any right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other Party under this Agreement for any reason.

(c) Taxes. Customer will be responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Customer to WeeCare hereunder (including as set forth on any invoice issued by WeeCare), other than any taxes imposed on WeeCare’s income. Without limiting the foregoing, in the event that Customer is required to deduct or withhold any taxes from the amounts payable to WeeCare hereunder, Customer will pay an additional amount, so that WeeCare receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

## 3. CONFIDENTIAL INFORMATION.

(a) Confidential Information. Any information that one Party provides to the other Party during the Term that is identified at the time of disclosure as confidential or, given the circumstances of disclosure or the nature of the information, reasonably should be considered to be confidential will be “**Confidential Information**” of the disclosing Party (the “**Disclosing Party**”). The WeeCare Platform, the Services and the pricing set forth in this Agreement will be deemed the Confidential Information of WeeCare hereunder.

(b) Obligations. Each Party (the “**Receiving Party**”) will maintain the other Party’s Confidential Information in strict confidence, and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise or enforce its rights under this Agreement. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (i) to those affiliates, employees, representatives, or contractors of the Receiving Party who

enforce its rights under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement; or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

(c) Permitted Disclosures. Nothing in this Agreement will prohibit or limit either Party's use of information (i) rightfully known to it prior to receiving it from the Disclosing Party (as can be demonstrated by reasonable supporting evidence and written documentation); (ii) independently developed by or for it without use of or access to the other Party's Confidential Information (as can be demonstrated by reasonable supporting evidence and written documentation); (iii) permissibly acquired by it from a third party which is not under an obligation of confidence with respect to such information (as can be demonstrated by reasonable supporting evidence and written documentation); or (iv) which is or becomes publicly available through no breach of this Agreement. This Agreement is subject to the Georgia Open Records Act, including all its terms and conditions. If it is necessary for WeeCare to prevent the disclosure of Confidential Information, WeeCare shall abide by the requirements of the Georgia Open Records Act stated in Section 7 (j) below. However, such Confidential Information of each Party, but may be disclosed on a confidential basis to a Party's advisors, attorneys, actual or bona-fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

(d) Press Release. Neither Party will make any public disclosure or issue any press release with respect to the relationship between the Parties under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, WeeCare may use and refer to Customer's name for marketing and/or due diligence purposes, including, without limitation, as part of WeeCare's customer lists or other marketing materials.

#### 4. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

(a) General. Each Party hereby represents and warrants to the other Party, as of the Effective Date, that:

(i) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(ii) Such Party has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder, and has obtained all rights and consents necessary to grant the licenses set forth herein;

(iii) This Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof; and

(iv) The execution and delivery of this Agreement by such Party does not conflict with any agreement or any provision thereof, or any instrument or understanding, oral or written, to which it is a party or by which it is bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over such Party.

(b) DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND WEECARE PLATFORM (INCLUDING THE INFORMATION AND CONTENT AVAILABLE THROUGH THE WEECARE PLATFORM) ARE PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WEECARE HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES AND AGREES THAT WEECARE DOES NOT PROVIDE CHILDCARE SERVICES, AND WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION OF ANY CHILDCARE OR DAYCARE PROVIDER THAT IS LISTED ON THE WEECARE PLATFORM.

(c) WeeCare Indemnification. Subject to Section 4(d) and 4(e), WeeCare will defend Customer against any claim, suit or proceeding brought by a third party (“*Claims*”) (i) alleging that the WeeCare Platform infringes or misappropriates such third party’s intellectual property rights; or (ii) arising from any significant malfunction or defect in the WeeCare Platform, and, in each case, will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by WeeCare (including reasonable attorneys’ fees) resulting from such Claim.

(d) Exclusions. WeeCare’s obligations under Section 4(c) will not apply if the underlying third-party claim arises from or as a result of allegations of: (i) Customer’s breach of this Agreement, negligence, willful misconduct or fraud; (ii) any information or materials provided by WeeCare; (iii) modifications to the WeeCare Platform by anyone other than WeeCare; or (iv) combinations of the WeeCare Platform with software, data or materials not provided by WeeCare.

(e) Indemnification Procedures. Customer will promptly notify WeeCare of any Claim for which indemnity is being sought under Section 4(c), and will reasonably cooperate with WeeCare in the defense and/or settlement thereof. WeeCare will have the sole right to conduct the defense of any claim for which the WeeCare is responsible hereunder (provided that WeeCare may not settle any claim without Customer’s prior written approval unless the settlement is for a monetary amount, unconditionally releases the Customer from all liability without prejudice, does not require any admission by the Customer, and does not place restrictions upon Customer’s business, products or services). Customer may participate in the defense or settlement of any such claim at its own expense and with its own choice of counsel.

## 5. LIMITATIONS OF LIABILITY.

(a) Exclusion of Damages. EXCEPT FOR PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE SERVICES OR THE WEECARE PLATFORM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(b) Total Liability. EXCEPT FOR PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY’S TOTAL LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, OR THE SERVICES OR THE WEECARE PLATFORM, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO WEECARE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM OR ACTION GIVING RISE TO SUCH LIABILITY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR

POSSIBILITY OF SUCH LOSS OR DAMAGE.

(c) Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 5 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN WEECARE AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

(d) Insurance. Prior to the commencement of the Services, the Contractor shall provide evidence satisfactory to Customer that it has secured the following types and amounts of insurance:

(1) Workers' compensation insurance covering all employees and principals of the Contractor, in a minimum amount of \$1 million per accident;

(2) Commercial general liability insurance covering third party liability risks, including without limitation, contractual liability, in a minimum amount of \$1 million per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Project, or the general aggregate limit shall be twice the occurrence limit;

(3) Commercial auto liability and property insurance covering "any auto" with a minimum limit of \$1 million combined single limit per accident for bodily injury and property damage.

(4) Technology Errors and Omission liability insurance appropriate to Contractor's profession. Such insurance shall be in an amount not less than \$850,000 per claim, and shall be endorsed to include contractual liability.

The commercial general liability and automobile policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by Customer to add the following provisions to the insurance policies: (1) the City, its officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects Customer, its officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by Customer or its officials, officers, employees or agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. All policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by Customer to add the following provisions to the insurance policies: (1) coverage shall not be canceled or reduced by either party except after thirty (30) days prior notice has been given in writing to Customer; provided, however, in the case of non-payment of premium, ten (10) days notice will be provided; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Customer, its officials, officers, employees and agents.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Customer, its officials, officers, employees and agents. All Insurance is to be placed with insurers with a current A.M. Best's rating no less than B+:VIII, licensed to do business in Georgia, and satisfactory to Customer.

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to Customer. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by Customer if requested. All certificates and endorsements must be received and approved by Customer before work commences. Customer reserves the right to require complete, certified copies of all required insurance policies, at any time.

## 6. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement or extended by mutual written agreement of the Parties, will continue in effect until the expiration of the last to expire SOW under this Agreement (the “**Term**”).

(b) Termination for Cause. Without limiting any right or remedy available to either Party, either Party may terminate this Agreement effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice detailing the nature of such breach.

(c) Survival. This Section 6(c) and Sections 1(d), 1(f), 2, 3, 4(b), 5, 6(d), 6(e) and 7 survive any termination or expiration of this Agreement.

(d) Employee Notification on Termination. Customer acknowledges and agrees that Customer will be solely responsible for notifying its employees in advance of any termination or expiration of this Agreement that their access to the WeeCare Platform via the Services will cease immediately upon any such termination or expiration except as may be otherwise expressly agreed between any such employee and WeeCare.

(e) Effect of Termination. Upon expiration or termination of this Agreement: (i) each Receiving Party will return or destroy, at the Disclosing Party’s sole option, all Confidential Information of the Disclosing Party in its possession or control, including permanent removal of such Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in Receiving Party’s possession or under Receiving Party’s control, and at Disclosing Party’s request, Receiving Party will certify in writing to Disclosing Party its compliance with the provisions of this Section 6(d); and (ii) for clarity, Customer will pay all previously accrued amounts due to WeeCare hereunder in accordance with Section 2.

(f) Termination For Convenience: Either Party may voluntarily terminate this Agreement at any time upon one hundred and eighty (180) days advance written notice to the other party of its intention to terminate. Upon such termination WeeCare shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement, for clarification, all amounts owed under any agreed upon SOW shall become due within 30-days after the termination date of this agreement, including SOWs where payment terms are due over multiple years plus, (2) such other cost actually incurred by WeeCare as are permitted and approved by Customer. All notice correspondence shall be forwarded by certified mail to the persons and locations as provided herein above.

## 7. MISCELLANEOUS.

(a) Entire Agreement. This Agreement, together with all SOWs and any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. Except as otherwise expressly permitted herein, all notices required or permitted to be given hereunder will be in writing and will be deemed effective when personally delivered, when received by electronic means (with no bounceback message received), when delivered by overnight courier or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to WeeCare:

WeeCare Inc.  
 5521 N University Dr Suite 104  
 Coral Springs, FL 33067  
 Attention: Greg Crisci, Head of Childcare Benefits  
 Email: greg@weecare.co

If to Customer:

Augusta, Georgia, a political subdivision of the State of Georgia  
 535 Telfair Street, Suite 400  
 Augusta, GA 30901  
 Attention: Anita Rookard  
 Email: ARookard@augustaga.gov

or to such other address or number, and to the attention of such other person or officer, as any Party may designate, at any time, in writing in conformity with these notice provisions.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. WeeCare acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, WeeCare is deemed to possess knowledge concerning Customer's ability to assume contractual obligations and the consequences of WeeCare's provision of goods or services to Customer under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that WeeCare may be precluded from recovering payment for such unauthorized goods or services. Accordingly, WeeCare agrees that if it provides goods or services to Customer under a contract that has not received proper legislative authorization or if WeeCare provides goods or services to Customer in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Customer may withhold payment for any unauthorized goods or services provided by WeeCare. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to Customer, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Customer, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts. Notwithstanding the forgoing, Customer shall provide WeeCare a certified copy of the legislative authorization from the Board of Commissioners for this Contract, and any amendment, change order, modification, addition of deliverables, or similar document. Customer further acknowledges that WeeCare shall not commence any work that is contained in any this Contract or any amendment, change order, modification, addition of deliverables, or similar document, until it has received said certified copy of the legislative authorization, and that WeeCare shall not be liable under this Agreement, or under law or equity, for any delays which are due to its not timely receiving said legislative authorization

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement

or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the law of the State of Georgia without regard to any conflict of law rules of such state. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this

Agreement. The Parties hereby acknowledge and agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement will be brought in the federal and state courts sitting in Richmond County, Georgia, so long as one of such courts will have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement will be deemed to have arisen from a transaction of business in the State of Georgia, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court, and each Party hereby irrevocably consents to service of process in connection with any such suit, action or proceeding by registered mail to such Party at the applicable address set forth in Section 7(b).

(f) Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the other Party's express prior consent. Notwithstanding the foregoing, WeeCare may assign this Agreement without consent to a successor in interest or acquirer in case of merger, acquisition or sale by WeeCare of all or substantially all of its shares or the assets to which this Agreement relates or to a successor entity in connection with an internal reorganization or entity conversion; provided that any such assignee agrees in writing to be bound by all the obligations of WeeCare under this Agreement. Any attempt to assign or transfer this Agreement in contravention of the foregoing will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

(g) Force Majeure. Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, communications failure or degradation, ordinary course mechanical or electrical degradation and/or failure, material changes in law, pandemics, epidemics, public health emergencies, war, terrorism, riot, or acts of God.

(h) Subcontracting. WeeCare may use subcontractors, vendors and other third-party providers in connection with the performance of its obligations hereunder as it deems appropriate; provided that the WeeCare remains responsible for the performance of each such subcontractor, vendor or third-party provider and its compliance with the terms of this Agreement.

(i) No Third Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and permitted assigns.

(j) Georgia Open Records Act. WeeCare acknowledges that this Agreement and certain documentation that the Customer may receive may be subject to the Georgia Open Records Act (OCGA §50-18-70, et seq.) (hereinafter the "Act"). WeeCare shall cooperate in a commercially reasonable manner in



responding to such requests and shall make relevant non-exempt records that may be in its possession as defined in, and which are subject to the Act, available for inspection and copying as required under the Act. Confidential and Proprietary documentation and/or information that the Customer may receive from WeeCare shall be marked as such and shall attach an affidavit attesting to the confidential and proprietary nature of the documentation and/or information, and shall be subject to the relevant exclusions pursuant to the Act.

(k) Prohibition on Contingent Fees. WeeCare warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by WeeCare for the purpose of securing business and that WeeCare has not received any non-Client fee related to this Agreement without the prior written consent of Customer. For breach or violation of this warranty, Customer shall have the right to terminate this Agreement pursuant to this Section or at its discretion to deduct from the Agreement, the full amount of such commission, percentage, brokerage or contingent fee.

(l) Independent Contractor. The relationship of WeeCare to Customer is that of independent contractor and not that of partner, member, joint venturer, employee or agent. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties. This Agreement shall not be construed to make either Party the agent or legal representative of the other Party for any purpose whatsoever, and neither Party is granted any right or authority to assume or create any obligations for, on behalf of, or in the name of the other Party. Each Party agrees that it will neither represent, nor allow itself to be held out as an agent of, or partner or joint venturer with the other Party.

(m) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WeeCare, Inc.

By:
Name: Greg Crisci
Title: Head of Childcare Benefits

Augusta, Georgia, a political subdivision of the State of GA
By:
Name:
Title:

## EXHIBIT A

### SOW 1

This SOW dated December 30th, 2022 (“*SOW 1*”) is made and entered into by and between WeeCare, Inc., a Delaware corporation (“*WeeCare*”), and Augusta, Georgia, a political subdivision of the State of GA (“*Customer*”) pursuant to the terms of the WeeCare Services Agreement between the WeeCare and Customer dated December 30th, 2022 (the “*Agreement*”).

Except as otherwise set forth in this SOW 1, this SOW 1 incorporates by reference, and is deemed to be a part of the Agreement. Any additional terms and conditions of this SOW 1 not included in the Agreement will apply only to the services covered by this SOW 1 (“*Services*”) and not to services covered by any other SOW issued pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW 1 will have the meanings set forth in the Agreement.

#### 1. **Description and Scope of Services:**

(a) Dedicated Care Management. WeeCare will provide the following Services to Customer:

For each employee of Customer who opts-in to receiving access to and use of the WeeCare Platform (each an “*Active Employee*”) in connection with the Agreement:

i Concierge matchmaking, tour scheduling, placement, post-enrollment and parent support for Active Employees through dedicated care specialists who will be available 24 hours a day, and 7 days a week in connection with the WeeCare Platform.

ii Priority access to placement and waitlist at in-network childcare locations available through the WeeCare Platform.

(b) Employer Reporting. WeeCare will provide Customer with aggregate monthly reporting and analytics, which will include reporting in aggregate form regarding the number of its employees that are Active Employees along with other usage trends with respect to the WeeCare Platform and Services in any given month.

2. **Fees:** Customer will pay WeeCare an annual fee equal to \$28,000 for a total Initial Term fee of \$56,000.

3. **Term:** The term of this SOW 1 will commence on the Contract Start Date and continue for a period of twelve (24) months (the “Initial Term”), unless earlier terminated in accordance with the terms herein. Thereafter, this SOW 1 shall automatically renew for subsequent twelve (24) month periods (each, a “Renewal Term”) unless either party notifies the other party in writing at least sixty (60) days prior to the scheduled expiration of the Initial Term or any Renewal Term of its intention not to renew this SOW 1. The Initial Term and Renewal Terms are collectively referred to herein as the “Term”.

**Contract Start Date:**

December 30th, 2022 (work commencement date)

**Launch Date:**

January 23rd, 2023 (the date program will launch for employees)

IN WITNESS WHEREOF, the Parties hereto have executed this SOW 1 as of the date referenced above.

WeeCare, Inc.
By:
Name:
Title:

Augusta, Georgia, a political subdivision of the State of GA
By:
Name:
Title:

## Statement of Work #2 to WeeCare Master Services Agreement

This Statement of Work #2 dated December 30th, 2022 (“**SOW 2**”) is made and entered into by and between WeeCare, Inc., a Delaware corporation (“**WeeCare**”), and Augusta, Georgia, a political subdivision of the State of GA corporation (“**Customer**”) pursuant to the terms of the WeeCare Master Services Agreement between the WeeCare and Customer dated December 30th,, 2022 (the “**Agreement**”).

Except as otherwise set forth in this SOW 2, this SOW 2 incorporates by reference, and is deemed to be a part of the Agreement. Any additional terms and conditions of this SOW 2 not included in the Agreement will apply only to the services covered by this SOW 2 (“**Services**”) and not to services covered by any other SOW issued pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW 2 will have the meanings set forth in the Agreement.

### 1. Term; Termination:

The term of this SOW 2 will commence on the date of this SOW 2 and continue for a period of twelve (24) months (the “**Initial Term**”), unless earlier terminated in accordance with the terms herein. Thereafter, the SOW 2 shall automatically renew for subsequent twelve (24) month periods (each, a “**Renewal Term**”) unless either party notifies the other party in writing at least sixty (60) days prior to the scheduled expiration of the Initial Term or any Renewal Term of its intention not to renew this SOW 2. The Initial Term and Renewal Terms are collectively referred to herein as the “**Term**”.

### 1. Description and Scope of Services:

(a) Baseline Annual Credits. At the start of the Initial Term, Customer will purchase **200 credits** from WeeCare that may be utilized by Customer’s employees solely towards the purchase of back-up care services through the WeeCare Platform (“**Backup Care Credits**”) in an amount equal to **\$29,000** (the “**Baseline Annual Credit Amount**”). For purpose of clarity, back-up care services are defined as temporary drop-in care at our Family Child Care homes or may be redeemed within our network of Nannies & Babysitters who are enrolled, active, and background checked for a day or more; anything less than a day of care will be counted as a day. Each Backup Care Credit is worth \$145. Depending on whether the Active Employee redeems a Backup Care Credit at one of our Family Child Care homes or within our network of Nannies & Babysitters, the Active Employee will be prompted to redeem the number of credits to cover that provider's cost. For example, a WeeCare Family Child Care home may require a single (1) Backup Care Credit while a Nanny or Babysitter may require two (2) Backup Care Credits. Any unused Backup Care Credits at the end of the Initial Term or any Renewal Term will roll over into and may be used during the subsequent Renewal Term. At the start of any Renewal Term, Customer will purchase additional Backup Care Credits to ensure that its balance of unused Backup Care Credits meets the Baseline Annual

Credit Amount; provided that the parties may mutually agree in writing on a new Baseline Annual Credit Amount that would apply on a going forward basis to the upcoming Renewal Term.

(b) Credit Usage and Distribution. Customer may distribute Backup Care Credits to its employees based on eligibility criteria that it determines in its discretion, and WeeCare will work with Customer to facilitate such distribution to Customer's employees through the WeeCare Platform. Backup Care Credits may not be transferred to any person or entity other than Customer's employees. Unused Backup Care Credits will expire upon the termination or expiration of this SOW 2 if not renewed pursuant to Section 1(a), and Customer will not be

(c) entitled to any refund from WeeCare for any unused Backup Care Credits as of any such termination or expiration.

(d) Reporting. Within fifteen (15) days after the end of each calendar month during the Term, WeeCare will provide Customer with a written or electronic report covering utilization of Backup Care Credits by Customer's employees, which will include Customer's then-current balance of unused Backup Care Credits as of the end of such month.

(e) Additional Credit Ordering. Customer may purchase additional Backup Care Credits by issuing a written or electronic purchase order or other written request to WeeCare (each, an "**Order**"), which will be deemed binding on the parties once confirmed or accepted by WeeCare. In the event of any conflict between an Order and this SOW 2, this SOW 2 will control.

2. **Fees.** Customer will pay WeeCare for any Backup Care Credits purchased (a) at the start of the Initial Term or any Renewal Term pursuant to Section 2(a) within thirty (30) days after the start of such Initial Term or Renewal Term, as applicable; and (b) pursuant to any Order within thirty (30) days after the date that such Order was issued.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of this SOW 2.

WeeCare, Inc.
By:
Name: Greg Crisci
Title: Head of Childcare Benefits

Augusta, Georgia, a political subdivision of the State of GA
By:
Name:
Title: