

## FIRST AMENDMENT TO PLATFORM SERVICES AGREEMENT

The Parties desire to amend that certain Platform Services Agreement, dated as of July 5, 2023, by and among Talkspace LLC, a Delaware limited liability company (“Talkspace”), Talkspace Provider Network PA (“TPN”), a Texas professional corporation, and Making Waves Academy (“Making Waves Academy”), a California non-profit corporation (“Agreement”) in accordance with the terms set forth below (“Amendment”).

### RECITALS

**WHEREAS**, the Parties desire to extend the current term of the Agreement to September 30, 2025; and

**WHEREAS**, the Parties desire to amend the fees contemplated under the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### AGREEMENT

1. **Exhibit A: Compensation** of the Existing Agreement is hereby deleted in its entirety and replaced with the updated, attached **Exhibit A: Compensation**.
2. Section 3.2 (“Renewal”) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“This Agreement will be in effect, unless earlier terminated, from August 1, 2024, through September 30, 2025 (the “Renewal Term”). After the completion of the Renewal Term, the Agreement may be renewed by the Parties upon mutual written agreement (each an “Additional Renewal Term” and together with the Renewal Term, the “Term”), or unless sooner terminated pursuant to this Section 3. If the Term is renewed for any Additional Renewal Term pursuant to this Section, the terms and conditions of this Agreement during each such Additional Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to the Fee increases described in Section 2.6.1 above. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.”

3. Effect on Agreement. Except as modified by this Amendment, the Agreement shall remain in full force and effect. All capitalized terms shall have the meanings ascribed to them in the Agreement unless specifically defined herein.
4. Counterparts. This Amendment may be executed in one or more counterparts, whether by facsimile, electronic signature (including portable document format) or similar, each of which shall be deemed original and shall be considered part of the Amendment.



***Signature page follows***



**IN WITNESS WHEREOF**, the undersigned have executed this Amendment effective as of the date of the last signature set forth below.

**Talkspace LLC  
Academy**

By: \_\_\_\_\_  
Name: John C. Reilly  
Title: Chief Legal Officer and EVP, Government Relations  
Date: \_\_\_\_\_

**Making Waves**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Talkspace Provider Network, PA**

By: \_\_\_\_\_  
Name: John C. Reilly  
Title: Chief Executive  
Date: \_\_\_\_\_



## EXHIBIT A: SERVICES AND COMPENSATION

**Pricing:**

The Parties agree to an annual flat fee payment plan to be billed monthly for all Making Waves Academy's Eligible Population as detailed in **Exhibit B: Talkspace Statement of Work**. Talkspace will provide Making Waves Academy its Unlimited Messaging Therapy + 2 Live Video Sessions™ Services at the cost outlined below:

Unlimited Messaging Therapy + 2 Live Video Sessions™	<b>Renewal Term:</b> \$5,250 per month, which is 1/12 of the Talkspace minimum annual fee of \$63,000
Additional Fees	Additional fees may apply to any custom requests beyond the standard Services and only with client approval.

**Invoice:**

Talkspace will submit invoices by the 15<sup>th</sup> day of the month for Services provided in the previous month based on the Eligible Population as of the 20<sup>th</sup> day of that month. Talkspace reserves the right to reconcile and bill retroactively for any uncharged counts.

**EFFECTIVE DATE: August 1, 2024**

