



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Multiple Award Schedule

FSC Classes/Product Codes:

DA10 - IT AND TELECOM - BUSINESS APPLICATION / APPLICATION DEVELOPMENT SOFTWARE AS A SERVICE (TERM LICENSE SOFTWARE)

D305 - IT AND TELECOM - TELEPROCESSING, CLIENT/SERVER, AND WEB-BASED SERVICES

7030 - INFORMATION TECHNOLOGY SOFTWARE

7A21 - IT AND TELECOM - BUSINESS APPLICATION SOFTWARE

CONTRACT NUMBER: 47QTCA26D005U

CONTRACT PERIOD: 06/09/2026 – 06/08/2031

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at: <http://fss.gsa.gov/>.

CONTRACTOR: Aunt Bertha, a Public Benefit Corporation, doing business as Findhelp

7300 Ranch Road 2222, Building 1
Austin, TX 78730-3255
Phone number: 512-717-0518
Fax number: 512-308-6846
E-Mail: governmentsales@findhelp.com
Website: company.findhelp.com

CONTRACTOR'S ADMINISTRATION SOURCE:

Tyler Hartung, Vice President, Revenue Operations
3616 Far West Blvd, Suite 117-454, Austin, TX 78731-3082
Phone number: 303-709-5323
Fax number: 512-308-6846
E-Mail: tyler@findhelp.com

BUSINESS SIZE: Small Business



CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)/NAICS

NAICS	DESCRIPTION
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511210:	Software Licenses
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518210C:	Cloud Computing and Cloud Related IT Professional Services
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Cooperative Purchasing (STLOC) and Disaster Recovery Purchasing (RC) are available

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

N/A – Software/Services only

1c. HOURLY RATES (Services only):

N/A

2. MAXIMUM ORDER*: \$500,000 per SIN

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories.

5. POINT(S) OF PRODUCTION: Austin, Texas, USA

6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the attached GSA Pricelist. The negotiated discount has been applied and the IFF has been added.

7. QUANTITY DISCOUNT(S): None.

8. PROMPT PAYMENT TERMS: Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the requisite clause in exchange for other concessions.

9. FOREIGN ITEMS: None

10a. TIME OF DELIVERY: Access provisioned within 60 Days ARO, or as negotiated at the Task Order level.

10b. EXPEDITED DELIVERY: Contact Contractor.

10c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor.



- 10d. URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 11. FOB POINT:** Destination
- 12a. ORDERING ADDRESS:** 3616 Far West Blvd, Suite 117-454, Austin, TX 78731
- 12b. ORDERING PROCEDURES:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).
- 13. PAYMENT ADDRESS:** 3616 Far West Blvd, Suite 117-454, Austin, TX 78731
- 14. WARRANTY PROVISION:** Customer must accept Findhelp's Customer Subscription Agreement (CSA) / End User License Agreement. Customer should contact contractor for a copy of the warranty.
- 15. EXPORT PACKING CHARGES:** N/A
- 16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
- 17. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 18a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 19. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 20. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 21. PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 22b. Section 508 Compliance for Electronic and Information Technology (EIT):** Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): <https://company.findhelp.com/accessibility/>.
- The EIT standard can be found at: www.Section508.gov/.
- 23. UEI NUMBER:** N61VNHQWDX7 and CAGE CODE: 83TG6
- 24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.



EULAs/CSAs: Findhelp's Customer Supplier Agreement (CSA) / End User License Agreement (EULA) is incorporated into this contract and is attached in full at the end of this Price List. The terms within the attached CSA apply to all Findhelp Term Software and Cloud subscriptions offered under SINs 511210 and 518210C.

Category F: Information Technology

○ **F04. IT Software Subcategory**

■ **Descriptions and Equipment Compatibility:**

- Findhelp is a fully Google Cloud Platform-hosted, web-based Software as a Service (SaaS) social care referral platform. Because the platform is securely accessed via standard web browsers (e.g., Google Chrome, Microsoft Edge, Mozilla Firefox, Apple Safari), it requires no local installation and is universally compatible with any modern operating system (including Windows, macOS, iOS, ChromeOS, and Android) that supports these browsers. The platform includes modules for network management, user search, closed-loop referrals, and analytics reporting.

■ **Right-to-Copy Pricing:**

- N/A. Findhelp is provided exclusively as a cloud-hosted SaaS subscription. Right-to-copy pricing for physical or locally installed media is not commercially available or applicable.

■ **SIN 511210 Software Licenses:**

- **Product Naming Convention:** Compliant. The word "Term Software" is listed as the first word in the product title/name for all applicable offerings in the pricing charts and FCP/SIP files.
- **Term License Cessation:** Upon expiration or termination of the Term Software subscription, Customer access to the Findhelp platform and associated network services will cease in accordance with the terms defined in the attached Commercial Supplier Agreement (CSA).
- **Reallocation of Perpetual Software (Option 2 Perpetual License):** N/A. Findhelp exclusively offers Term Software subscriptions. No Perpetual Software licenses are offered.

○ **F05. IT Solutions Subcategory**

- N/A. Findhelp is not proposing hourly IT Professional Services labor categories at this time. Standard onboarding and platform configuration are included as part of the core software subscription.

■ **SIN 518210C Cloud and Cloud-Related IT Professional Services**

- N/A. There are no separate training charges proposed under this SIN. Standard user enablement is included as part of the core platform subscription.



Customer Supplier Agreements (CSA) Terms
Our Mission: Connecting all people in need
and the programs that serve them with dignity and ease.

Federal, State and Local Government Customer (End User) Subscription Agreement

The parties agree this Customer Agreement will only apply to the extent permissible and not prohibited by laws of the State in which the Customer (a Federal, State or local public governmental entity) is located and any applicable United States Federal law:

Customer:	[Government Entity - full legal name] ("Customer")
Address:	
City, State, Zip:	
Primary Email:	(please provide a primary email for important communications to Customer)

Customer and findhelp® enter into this Agreement, and to the extent applicable to Customer, the Enterprise Customer Service Level Agreement, that will apply to the Customer's use of the findhelp Services and related support and other services offered by findhelp (the "Agreement"). The Agreement will apply to any Order and Statement of Work that the parties may mutually agree to in writing under this Agreement that relate to the findhelp Services.

Overview of findhelp Services and Subscription Options:

Customer is subscribing to use the **findhelp Services** [findhelp's unique commercially available web-based social services technology platform, including all functionality, integrations, data, and communication options] for use and configuration by Customer and Customer's self-designated authorized users. With the findhelp platform, Customer is able to set up and manage the Customer's own administrative users and other authorized users (and groups of users) and may elect to use various automated configuration options and functionality. Findhelp provides options for online and staff support for customers and other users of the findhelp platform, and the findhelp platform subscription does not require findhelp personnel to access any of the Customer's sensitive and personally identifiable data that may be stored or entered by Customer or other users within the findhelp platform. Findhelp personnel have no responsibility to enter, send, request, or receive any data for the Customer, all such options are available for use and configuration by Customer and Customer's Authorized Users.

In the event Customer may request specialized professional services and unique deliverables that findhelp may be able to provide in addition to the currently available findhelp platform subscription and related support options, the findhelp team will communicate and engage in good faith efforts to finalize the details in a mutually acceptable Statement of Work for any additional customer-specific requirements and deliverables that are outside the parameters of the current functionality and configurations available to Customer within the findhelp Services. Such additional services would, for example, be to assist the Customer with customer specific needs and requirements, including dedicated staff augmentation, extra customized training, including for example Customer-specific additional security and screening requirements and processes for any assigned findhelp personnel and any subcontractors as may be mutually agreed and identified by Customer and findhelp. Without express written agreement by an authorized representative of findhelp, Customer agrees not to request or require findhelp personnel to enter, send, request, or receive any data on behalf of Customer.



1. Definitions and Understandings

“Recipient”: the individual person(s) (sometimes referenced as Community Users or Seekers) or entity(ies) designated and referred by the Customer or another User to receive Assistance.

“Assistance”: the help sought or requested by Customer or other User of the findhelp Services and that may be provided by CBOS or other entities, including Marketplace Suppliers. The help may include services (for example housing and food assistance, wheelchair ramp installation, home modifications, pest control, transportation) and/or products (for example, prepared meals, car seats, including delivery options), typically as part of a Referral, and includes the fulfillment of the Referral.

“Authorized Customer User” means, collectively Customer and any of Customer’s individual employees, agents, or contractors accessing or using the Services on Customer’s behalf under the rights granted to Customer pursuant to this Agreement.

“Community Based Organization (CBO)”: The legal entity, individual, or organization that offers assistance to persons and is responsible for the listed Program. In their applicable areas of operation in the United States, these CBOs include a variety of private and public entities that offer and provide assistance typically at no or reduced costs or other specialized products or services to persons in need. The CBOs are independent entities and are not agents or subcontractors of Findhelp. CBOs may offer multiple individual programs for Assistance and may include multiple individual programs within the same CBO.

“Community User” means a member of the general public (not an Authorized Customer User) who accesses the Site.

“Confidential Information” means any and all non-public information disclosed by one party to the other party pursuant to this Agreement in any form or medium, whether oral, written, graphical or electronic, that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

“Customer Affiliate” is defined as a company which controls, is controlled by or is under common control with Customer where “control” is defined as the power to direct the management and policies of the entity in question, whether by contract, ownership of voting securities, or otherwise. A Customer Affiliate shall only be considered such for so long as such control exists.

“Customer Content” means the data, media and content submitted, stored, posted, displayed, or otherwise transmitted by Customer and Authorized Customer Users to findhelp through the Service and that is maintained, identified, and accessed as Customer’s unique and distinct data within the Customer’s distinct instance(s) of the findhelp Services.

“Data” generally refers to the Customer Content and User Data and findhelp provided Data as it is made generally available through the findhelp Services to Customer, Community Users and/or findhelp’s general customer base within the various user accounts of the findhelp Services.

“Documentation” means text and/or graphical information and data made available from or provided by findhelp to Customer, whether electronically or printed or as part of the Services, that describe the generally available features, functions and operation of the Services, and which are designed to facilitate use of the Services.

“findhelp” or Aunt Bertha: Aunt Bertha, a Public Benefit Corporation, also doing business as findhelp and findhelp.org.

“findhelp API”: findhelp’s application programming interface and any accompanying or related documentation, source code, executable applications and other materials made available by findhelp, including, without limitation, through its developer website and via the Platform.

“findhelp Content” means findhelp’s proprietary information and the vast database of content and information made available from findhelp to Customer in the findhelp Services (directly through the findhelp platform or through other methods from findhelp, such as the online support portal) that findhelp continuously collects and stores based upon its own database of content and pursuant to separate content agreements with third parties, including its Community Users.



"findhelp Marks": Aunt Bertha® and findhelp®, and findhelp's other product and service names, trademarks, service marks, branding and logos made available for use in connection with the Services pursuant to this Agreement.

"findhelp Platform": findhelp's unique commercially available web-based social services technology platform as made available to each and all Users, including all functionality, integrations, data, and communication (data sharing) options

"Materials" mean collectively all the text, information, software, graphics, photographs and more, including the Documentation, the Platform and findhelp API through which findhelp offers the Services. Materials include any and all intellectual property embodied in the Materials including the findhelp Marks. Materials do not include Customer Content.

"Open Source Software" means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that approved by the Open Source Initiative (www.opensource.org).

"Order" and "Statement of Work (SOW)" are the ordering confirmation documents for Services subscribed to and purchased from findhelp that are mutually agreed upon and executed by the parties from time to time. To be binding and effective, any Order must be accepted in writing (which may be demonstrated by an invoice from findhelp) by an authorized representative of findhelp. This Customer Subscription Agreement is expressly incorporated into each such Order and SOW entered between the parties.

"Platform" means a Customer-branded presentation of the findhelp Services Platform that may be licensed by Customer pursuant to an Order or SOW.

"Program": a distinct type of assistance available from a CBO, supplier, or other provider of goods or services that is searchable, listed (as a "program card"), and accessible through findhelp platform referral functionality and may allow the users of the findhelp Services to submit referrals for assistance (products and services).

"Referral" or "Service Request" is a request for Assistance in the findhelp Services, or from the information provided in the findhelp Services, by the Customer (or a Community User of the Customer's branded public facing platform) on findhelp Platform to be provided to designated Recipient(s) and to be fulfilled by the CBO or Supplier/Provider selected by requesting User.

"Seeker" means the specific individual person who is the recipient and subject of any referral, assessment, note, survey, or similar activity performed on or using the Site or Services, as designated and referred by the Customer or User to be the recipient of the Assistance.

"Services" or "findhelp Services" means any and all services, tools, software, content, applications and functionalities as may be provided by findhelp to Customer under this Agreement, including access to and use of the Customer's Platform and the findhelp API, which is offered on a subscription basis, and the Data as presented to findhelp's general customer base through the Platform including access to and use by way of such Platform and API further described in the Order depending upon the Services subscribed by the Customer pursuant to the Order. Services include the API License, the Platform License and any or all other services purchased pursuant to an Order.

"Site" means, collectively, the sites located at the URL: www.findhelp.com , www.findhelp.org , as well as all associated sites linked or redirected to such sites by findhelp, its subsidiaries and affiliated companies, whether as presented to end users by findhelp or as presented by the Customer pursuant to and subject to a Platform License.

"Subscription Term" means each period of time that Customer has subscribed to the Services stated in an Order, or extension. Unless otherwise agreed in writing, each Subscription Term will be for consecutive twelve-month periods from acceptance by findhelp of the applicable Order for the Services.

"Supplier" / "Provider" any legal entity or individual that offers and is responsible to provide Assistance that Customer or any User may elect to share information with through the findhelp Services or based on information provided within the findhelp Services in response to Service Requests or Referrals submitted by other users of the findhelp Services or that may be contacted based on the information listed in the findhelp Services. These entities and individuals are independent of, not subcontractors or agents of, and have no authority for or from findhelp.



“System” means, in the event that an API License is granted in the Order, the Customer managed software system that is listed in the Order with which the licensed API is permitted to interact.

“User” any individual or entity that uses (directly and/or through the use of any technology) the findhelp Services.

“User Data” means information about a Seeker (or any other User) of the findhelp Services that is processed or created by, or entered into, the Site or Services by any user and is stored, maintained, and accessed within the User’s account functionality of the findhelp Services Platform, which the User may claim and control through the User’s email address or other methods permitted within the findhelp Services.

“User Terms” means the then current “Aunt Bertha Privacy Policy” attached hereto as Appendix A and also located at <https://findhelp.org/legal/privacy/> and the “End User Terms of Service” attached hereto as Appendix B and also located at <https://findhelp.org/legal/terms/>. These terms apply to public users of the Sites made available publicly online. To the extent available within the features and functionality of the Services, Customer is able to provide branded messaging and Customer’s own linked terms for use on Customer’s own uniquely branded public-facing Site(s).

2. Platform and API Licenses; Related Intellectual Property Rights; Unique Deliverables

2.1. Platform License. If Customer purchases a license to the Platform pursuant to the Order then this Section 2.1 will apply. All rights to use the Platform are subject to Customer’s subscription to and payment for applicable Platform Services that are agreed pursuant to an Order. In consideration of Customer’s payment of applicable Fees, subject to the terms and conditions of this Agreement, including but not limited to Section 3 below, findhelp grants to Customer and its Authorized Customer Users a non-exclusive, non-transferable, non-sublicensable, within the USA only, revocable right and license during the Subscription Term (i) to access, input and interact with the Data within the Platform and (ii) to use, reproduce, transmit, publicly perform, publicly display, copy, process, and measure the Data solely (1) within the Platform and to the extent required to enable the ordinary and unmodified functionality of the Platform as described in the online descriptions, and (2) for the Customer’s internal business use (together “*Platform Purpose*”). Customer acknowledges that the license hereunder is solely being provided for the Platform Purpose and not to modify or to create any derivatives based on the Data. Customer will take reasonable and appropriate measures to restrict the use of the Platform to prevent unauthorized access, including the scraping and any improper use of the Data. Community Users who are not Authorized Customer Users do not require a separate license to be purchased on such Community User’s behalf by Customer. A Community User is granted the right to access general public user account capabilities of the public facing Site when the Community User agrees to (and maintains compliance with) findhelp’s then current User Terms.

2.2. API License. If Customer purchases an API license pursuant to the Order, then this Section 2.2 will apply. All rights to use the findhelp API are subject to Customer’s subscription to and payment for applicable API Services that are agreed pursuant to an Order. In consideration of Customer’s payment of applicable Fees, subject to the terms and conditions of this Agreement, including but not limited to Section 3 below, findhelp grants to Customer a non-exclusive, non-transferable, non-sublicensable, within the USA only, revocable right and license during the Subscription Term to: (i) access, use and make calls for real time transmission and reception of Data and information to the findhelp API, in object code form only; (ii) access, input, transmit, and interact with the Data solely for use with and within the System; and (iii) use, process, and measure the Data solely to the extent required to enable the display of the Data for “System End Use,” as defined in the following sentence (together, the “*API Purpose*”). The Authorized Customer Users are permitted read only access to the Data solely as and how the Data is presented to such Authorized Customer Users within the System and only within the USA (the “*System End Use*”). Customer acknowledges that the license hereunder is solely being provided for the API Purpose and not to modify or to create any derivatives based on the Data. Customer shall ensure that the Authorized Customer Users will not access the findhelp API other than within the System and within the scope of use granted herein. Customer agrees: (i) Customer will not persist or cache any Data; (ii) the display of the Data in the System will be based on real-time API use; (iii) Customer will use all reasonable efforts to restrict the use of the System so as to prevent unauthorized access, including the scraping and unauthorized exploitation of the Data; and (iv) Customer will install updates to the API that findhelp makes available from time to time within thirty (30) days of findhelp making an update generally available to its customer base.



2.3 Intellectual Property Understandings; Unique Deliverables. Customer shall own all right, title and interest to any unique Deliverables (as defined in this section) and findhelp agrees to grant to Customer a perpetual, non-exclusive, non-transferable, royalty-free license to use findhelp's Background IP (defined below), Utilities, and Residual IP solely for Customer to use the Deliverables, subject to the following:

- (i) each party will retain all Intellectual Property Rights that it owned or controlled prior to the effective date of this Agreement or that it develops or acquires from activities independent of the findhelp Services supplied or performed under this Agreement ("Background IP"),
- (ii) findhelp will retain all right, title and interest in and to all Intellectual Property Rights in or related to the findhelp Services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in supplying the findhelp Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise provided by, used by or on behalf of findhelp in the course of performing the Services or creating the Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Customer (collectively, the "Residual IP"), even if embedded in the Deliverable, and
- (iii) Customer use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the applicable licensing software and cloud computing/platform terms.

As used herein, "Deliverables" means the work product or tangible embodiment of specifically agreed services that are (i) prepared or performed by findhelp or its subcontractors uniquely and exclusively for a Customer that are outside of the findhelp Services platform and findhelp APIs, and (ii) specifically identified in a signed Statement of Work as Deliverables expressly for the sole benefit and use of the named Customer. "Intellectual Property Rights" means rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications.

2.4. Technology Suppliers. The parties acknowledge that findhelp currently contracts with certain well-known and industry leading suppliers of standardized technology-related services that findhelp procures to support its findhelp Services technology platform. For example, findhelp contracts with Google to provide two data centers in the United States in which the findhelp Services technology platforms are hosted for use by customers of findhelp. Such suppliers are not subcontractors under this Agreement and will not be considered a subcontractor of findhelp required to comply with the provisions applicable to subcontractors in this Agreement. Upon request, findhelp will provide information as may be made available from Google or any other such suppliers that findhelp may have agreements with for such technology services that are encompassed by this Agreement related to reasonable requests from Customer.

3. Customer Use and Restrictions

3.1. Materials. Customer shall not, and shall not permit any Authorized Customer Users to: (i) copy or duplicate any of the Materials in any form, regardless of technique (e.g., screen-scraping, downloading, printing or otherwise) except as permitted in this Agreement and the Documentation; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Materials is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Materials, or attempt to do any of the foregoing, and Customer acknowledges that nothing in the Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Materials, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of findhelp; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Materials; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Materials; (vi) use any Open Source Software in connection with any of the Materials in any manner that requires, pursuant to the license applicable to such Open Source Software, that any of the Materials be (1) disclosed or distributed in source code form, (2) made available free of charge to recipients, or (3) modifiable without restriction by recipients; (vii)



assign, sublicense, sell, resell, lease, rent, disseminate, distribute, or otherwise transfer, make available, or convey, or pledge as security or otherwise encumber, Customer's rights granted hereunder; (viii) host, save, preserve, memorialize, aggregate, collect, compile, or otherwise retain or store any of the Materials (or any copy thereof); (ix) use the Materials in any manner not expressly authorized by this Agreement, or (x) use the Materials, or findhelp API to create or benefit from any service that is competitive with the Platform or any other findhelp service. Customer's use of any of the Materials will comply with all applicable laws, statutes, regulations or rules and Customer will not use any of the Materials in connection with any illegal activities. All copies of the Materials in Customer's possession, or any part thereof, shall be identified by title, shall reproduce findhelp's copyright notice (if any) and proprietary legend (if any), and shall be marked confidential (to the extent that the Materials are marked confidential or otherwise identified to be confidential by findhelp). For purposes of this Agreement, any copy (e.g. cached representation) of all or any portion of the Materials shall be treated in the same manner as the Material itself, and all obligations as to Materials as set forth in this Agreement, with respect to copies of such Materials, shall survive indefinitely. Each Party shall comply with any and all laws and regulations of any and all countries, states, or other jurisdictions that apply to the use and display of the Materials.

3.2. Authorized Customer Users and Use. Customer acknowledges and agrees that, as between Customer and findhelp, Customer will be responsible for all use by Authorized Customer Users. Customer will ensure that all Authorized Customer Users are aware of the provisions of this Agreement related to the proper use of the Services and any additional Customer requirements and process for such use. findhelp reserves the right to establish a maximum amount of storage and a maximum amount of data that Customer may store within, or post, collect, or transmit on or through the Services. findhelp will notify Customer in advance (at least ninety days) of any limit and the parties will communicate on options to reduce and or address the storage capacity options and size of Customer Data and Customer Content within the Services. A Customer Affiliate will only have the right to use the Services through a unique Platform license through a separate subscription Order, or if Customer expressly orders a license to the Services for the Customer Affiliate(s). Customer retains full responsibility for each Customer Affiliate's compliance with the applicable terms and conditions of the Agreement.

3.3. Customer Accounts. Customer will obtain and maintain all Customer equipment and services needed for access to and use of the Services. Customer will maintain the confidentiality of password(s), including any password of a third-party site that Customer may use to access the Services, Customer will notify findhelp if account passwords are lost, stolen, if Customer is aware of any unauthorized use of account passwords on the Services or if Customer is aware of any other breach of security in relation to the Services.

3.4. Suspension. findhelp reserves the right, in its reasonable discretion, to temporarily suspend access to and use of the Services: (i) during planned downtime for upgrades and maintenance to the Services (findhelp will generally provide advance notice of such planned downtime on the support pages applicable to the Services); (ii) during any force majeure event; or (iii) if findhelp suspects or detects any malicious software connected to Customer's account or use of the Services by Customer or Authorized Customer Users.

4. Credentials and Platform Data

4.1. Credentials. In order to use and access the Platform, Authorized Customer Users must obtain credentials. Customer may not share its credentials with any third party, shall make commercially reasonable efforts to keep such credentials and all login information secure and shall use the credentials as Customer's sole means of accessing the Services.

4.2. Data. Data will be provided in the form and format that findhelp makes such Data available to its general customer base for the applicable Services. Any technical changes to the format, frequency, and volume of Data delivered requested or required by Customer shall not be binding on findhelp without the prior written consent of findhelp, which may be withheld for any reason but shall not be unreasonably withheld.

4.3. Site. In order to access certain password-restricted areas of the Site and to use certain Services and Materials offered on and through the Site, Customer must ensure the successful registration of a user account for



each of its Authorized Customer Users with findhelp. To register an account, each of its Authorized Customer Users must submit a working email address and a preferred password through the account registration page on the Site.

5. Implementation and Acceptance

findhelp will provide and implement the findhelp Services for the options as specified and on each mutually agreed Customer Order or Statement of Work in a timely manner in accordance with a mutually agreed implementation work plan. Unless otherwise agreed in writing between the Customer and findhelp on the specific Order or Statement of Work, for any implementation of Services or other deliverables for which findhelp is responsible, findhelp will notify each Customer as applicable of the completion of the deliverable. Within thirty (30) days of the date that the Customer receives a notification (which may be in the form of an invoice) from findhelp that the deliverable is complete (Submitted Deliverable), the Customer may:

- a. accept the Submitted Deliverable as complete, which acceptance will be deemed to have occurred in the event Customer provides no response to findhelp within thirty days after the notice from findhelp;
- b. accept the Submitted Deliverable as partially complete along with an explanation to findhelp as to the non-accepted portion;
- c. decline to accept the Submitted Deliverable and provide a written explanation to findhelp of the reasons for the non-acceptance; or,
- d. request more time from findhelp to allow Customer to discuss and consider the Submitted Deliverable.
- e. Within a time period that may not exceed thirty (30) days of the date that findhelp receives the non-acceptance from Customer of an entire or partial Submitted Deliverable, findhelp will have the opportunity to rework and resubmit or otherwise resolve the deliverable to Customer, and Customer will then follow the process above for a new Submitted Deliverable.

Customer will test the Services to confirm that it performs as described in the Documentation. Customer will notify findhelp of any material failures of the Services to properly function and perform in conformance to the Documentation and findhelp will promptly correct or resolve any such material failures to the extent within with the control and responsibility of findhelp at no additional cost. Customer will test any resubmitted deliverable to determine whether the failure has been corrected. The Services or other deliverable will be understood to have achieved "Acceptance" (still retaining any warranty and any additional ongoing obligations) on the date per the above process unless Customer provides findhelp written notice to the contrary per the above.

6. Customer Content; Performance Data

6.1. Customer Content. Customer shall retain all right, title and interest in and to the Customer Content. Customer grants to findhelp the right to use the Customer Content during the Subscription Term for purposes of making available the Services to Customer.

6.2. Performance Data. Customer grants to findhelp the right to collect and use data related to the use of communications and data sent through the findhelp API (the "Performance Data") so as to analyze the performance of the findhelp API in order to improve its operation. Such Performance Data will belong to findhelp and may be used by Customer only to the extent necessary for evaluation of the performance of the findhelp API and associated systems. The Performance Data will not include any personally identifiable information of an Authorized Customer User or of the Customer.

7. Fees and Payment; Expenses

7.1. Fees. Customer agrees to pay all applicable fees ("Fees") related to the implementation and continuing use of the Services as agreed on each Order and invoice from findhelp in accordance with the GSA Schedule Pricelist, after approval by Customer's authorized representative which may be in the form of a formal Purchase Order from Customer clearly referencing and approving the Order or invoice from findhelp, including the Subscription Fee(s) continued access to such Services.

7.2. Payment. Customer will pay to findhelp or its authorized reseller as applicable the undisputed Fees within thirty (30) days of Customer's receipt of each Invoice from findhelp. The parties agree that the applicable Federal law on prompt payments will apply if a longer period of time is provided for Customer to pay under the law.



7.3. Travel and Associated Expenses. The parties do not anticipate the need for any travel under this Agreement and understand all services will be performed via remote online and electronic methods. If the parties agree (in a mutually agreed written Order or Statement of Work) to have any services performed in person, Customer will be responsible for reimbursing findhelp for Customer pre-approved in-person travel and expenses in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR).

8. Subscription Term Related and Termination; Customer Content

8.1. Subscription Term. Unless otherwise agreed on the Order, upon the end date of each Subscription Term, the Subscription Term may continue for a twelve-month term for the findhelp Services and fees on the invoice provided to Customer findhelp by executing a written order for the renewal term. Findhelp will send an invoice to Customer for the applicable fees for the next occurring Subscription Term for Customer's then subscribed to Services (including any added Services the Customer may request).

8.2. Termination. When the End 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, findhelp 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. In the event that findhelp terminates the Agreement, Customer shall be entitled to a refund of all prepaid, unused subscription Fees (calculated for the days remaining prepaid, if any, in the current Subscription Term from the termination date) paid by Customer to findhelp. Any refund that may become due under this provision will be provided to Customer within thirty (30) days of the effective date of termination for convenience.

8.3. Reserved.

8.4 Effects of Termination and Customer Content. Upon any termination of this Agreement or Subscription Order under this Agreement, Customer's right to receive and use any findhelp Services will end immediately other than for standard transitions related to Customer Content under this provision, and Customer shall no longer access the Services or use the Materials. Any termination shall be without prejudice to any other rights or remedies that each party may have against the other party with respect to any material breach, and any such termination will not relieve Customer of any obligation to pay all fees that have accrued or are owed by Customer. Upon Customer's request, Customer and findhelp will in good faith cooperate to discuss and provide the standard options available within the findhelp Services and available standard technology processes available to enable the orderly transfer of Customer Content (expressly including any personally identifying information (PII) or protected health information (PHI) of Customer) data and Customer Confidential Information to Customer at no additional cost to Customer. Upon written request to do so by Customer and confirmation by Customer of the process and an agreed date to do so, findhelp will delete Customer Content data remaining in its possession belonging to or provided on behalf of Customer, and promptly provide Customer with a certificate signed by an officer of the company certifying said deletion, and Customer will be solely responsible for any claims related to any such permanently deleted Customer Content data. In addition, (1) each party may retain any such information (a) as required by federal or state law or regulation, (b) if the party reasonably determines that such return or destruction is not feasible, (c) for its own management and administration purposes in the ordinary course of business, or (d) to carry out its legal responsibilities; and, (2) to the extent any such data is retained by either party, the party will continue to comply with its obligations under federal and state law and this Agreement to protect the PII and sensitive PII and any other Confidential Information; and, each Party agrees not to access, use or further disclose any such retained data acquired from or provided by the other party other than as permitted by this Agreement or required by law.

9. Privacy and Confidentiality and Appropriate Consent

9.1. Confidentiality. Customer and findhelp agree as follows with respect to Confidential Information: (i) to use Confidential Information disclosed by the other party only for the purposes described herein; (ii) to not reproduce Confidential Information of the other party, and to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) to not create any derivative work from the Confidential Information of the other party; (iv) to restrict access to the Confidential Information of the other party to its personnel, agents, and/or consultants, who have a need to have access and who have been advised of and have agreed in writing to treat such Confidential Information in accordance with this Agreement; and (v) to return or



destroy all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of the Subscription Term. The obligations contained in this paragraph will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing party without restriction. Each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party to allow the other party a reasonable opportunity to obtain a protective order; or (ii) to establish a party's rights under the Agreement, including to make such court filings as it may be required to do. findhelp recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

9.2 FERPA. The parties understand that that (a) Customer Content may include personally identifiable information from education records that are subject to FERPA ("FERPA Records") and (b) to the extent that Customer Content includes FERPA Records, findhelp will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA. "FERPA" means the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time.

9.3. HIPAA. Under certain circumstances, Customer and its Authorized Customer Users may elect to share protected health information in referrals or other data sharing options inquiries directly to CBOs and other entities and individuals through the Site and the Services. If Customer is a "covered entity" or "business associate" as those terms are defined in regulations promulgated under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Customer is responsible for ensuring that any such disclosures made by Customer or its Authorized Customer Users comply with HIPAA and other applicable laws.

9.4 Appropriate Consent and Personally Identifiable Information and Protected Information. Each party will be responsible to comply with each party's respective obligations related to personally identifiable, health, or any other information that is protected or confidential under applicable federal and state law. Customer is presented with options to share such information through referrals or inquiries and engage in other forms of data exchange and requests for data directly (and indirectly via user-selected options to transmit via text or email) to and from other users (individuals and/or entities). Customer is responsible for ensuring that any data entry and sharing (through direct or indirect communication or through requests to do so) that Customer may make to, or request from, any other user or entity complies with applicable federal and state laws. Customer is responsible for entering into a business associate agreement or other agreement with any entity or individual if, in Customer's sole interpretation and discretion, such an agreement is necessary to disclose or receive information to or from that entity or individual. Customer (and on behalf of its Authorized Customer Users) is responsible for (i) access to and use of the Services, by Customer or other third parties accessing the Services on Customer's behalf, (ii) ensuring that Customer's use of the Services conforms with applicable federal and state laws and regulations, including, but not limited to HIPAA, and complies with all of Customer's applicable internal policies and procedures, including policies related to the collection of appropriate consent from individuals and entity(ies) as applicable for the use or disclosure of any of their information or proprietary information subject to other federal and state laws of the United States; and (iii) for the reliability, integrity, legality, and accuracy and appropriateness of Customer's use of the Services and related decision-making. Customer understands and agrees that the Services are only to be used and accessed within the United States. While findhelp may provide functionality as a part of the Services to assist Customer with confirming consent from individuals, Customer makes the exclusive decision to use or not use such functionality, and any such decision by Customer to share, send, receive, or request any data through the Services will not make findhelp responsible for Customer's obligations under applicable federal and state laws.

10. Links to Third-Party Sites



findhelp may provide links within the Services to third-party websites and locations. findhelp is not obligated to review any third-party sites that Customer visits through a link to from the Services, findhelp does not control any of the third-party sites, and is not responsible for any of the third-party Services (or the products, services, or content available through any of them). findhelp does not endorse or make any representations about such third-party sites, any information, software, products, services, or materials found there or any results that may be obtained from using them. Customer's access of any third-party sites shall be entirely at Customer's own risk and Customer shall follow the privacy policies and terms and conditions for those third-party sites. Certain areas of the Services may allow Customer to interact and/or conduct transactions with one or more third-party sites, and, if applicable, allow Customer to configure its privacy settings in that third-party site account to permit Customer's activities on the Services to be shared with Customer's contacts in Customer's third-party site account.

11. Authorized Activities Related to the Site and Services

11.1. Permitted Purpose. Use of the Services shall be solely for the Platform Purpose or API Purpose, as the case may be (the "*Permitted Purposes*"). Any other use of the Services beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of the Services. Customer will not and will not allow its Authorized Customer Users to use the Services in any of the following ways: (i) in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law; (ii) to stalk, harass, or harm another individual; (iii) to impersonate any person or entity or otherwise misrepresent Customer's affiliation with a person or entity; (iv) to interfere with or disrupt the Services or servers or networks connected to the Services; (v) to use any data mining, robots, or similar data gathering or extraction methods in connection with the Services; or (vi) to attempt to gain unauthorized access to any portion of the Services or any other accounts, computer systems, or networks connected to the Services, whether through hacking, password mining, or any other means.

11.2 Use of the Services. Customer and its Authorized Customer Users are entirely responsible for the content of, and any harm resulting from, any Customer Content or other content posted or uploaded by Customer or such Authorized Customer Users to the Services, regardless of whether the Customer Content in question constitutes text, graphics, audio files, information, or computer software. By using the Services, Customer warrants that: (i) the uploading, downloading, copying and use of the Customer Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party; (ii) the Customer Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; (iii) the Customer Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); (iv) the Customer Content does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party; (v) the Customer Content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods; (vi) the Customer Content is not named in a manner that misleads readers into thinking that Customer is another person or company; (vii) the Customer Content does not include racially, ethnically, obscene, sexually explicit or otherwise offensive language or use the Services to discuss, incite illegal activity or promote hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity. Customer is solely responsible for the use and placement of Customer Content on the Customer's branded findhelp Services. Customer will ensure that all Authorized Customer Users are at least 13 years of age. If any Authorized Customer Users are not 18 years of age, Customer must have appropriate permission of the person's parent/guardian as required under applicable federal and state law, including the Children's Online Privacy Protection Act ("COPPA"). In addition, Customer agrees to not in any way, directly or indirectly, by contract or otherwise, block or restrict any other findhelp customer or CBO from obtaining any User Data made available by findhelp through the Site or Services.

12. Specific Terms for CBOs (Programs) *[only applicable if Customer (or a department of Customer) may elect to use the CBO account functionality in the findhelp Services]*. Customers who are CBOs, and the Authorized Customer Users who use the Services on the CBO's behalf are subject to the applicable Customer Terms for Organizations, who participate as Community Based Organizations (CBOs and programs), at <https://organizations.findhelp.com/customer-terms-for-organizations/>, which are applicable to the workflow



maintained at <https://www.findhelp.org/claims> or through any other method that may now or in the future become available, Customer represents and warrants that Customer is authorized to act on its own behalf, and on the behalf of the CBO, and its Authorized Customer Users (collectively "*Customer CBO*"), and to bind Customer CBO to the terms of this Agreement. CBOs and their Authorized Customer Users are granted access to certain functionality through the Site to help the CBO with intake management, appointment scheduling, communication and other tasks related to individuals who are seeking services from them ("*CBO Options*"). CBO Options and their use by Authorized Customer Users are subject to all terms of this Agreement, in addition to any supplemental terms related to specific functionality described in this Section. findhelp is aware that some CBOs provide services to individuals where the records related to those services are subject to the privacy requirements established in 42 CFR Part 2 – Confidentiality of Substance Use Disorder Patient Records. If the Customer CBO provides such services, Customer agrees that the Customer CBO is solely liable for maintaining compliance with 42 CFR Part 2, including but not limited to collecting proper written or electronic consent from any individual where such consent is necessary to further disclose that individual's information for any purpose. While findhelp may provide Customer with communication and functionality features related to the services that the Customer CBO provides, it is the Customer CBO's responsibility to ensure that those options, and any other CBO options, are used in compliance with all applicable laws and regulations, including 42 CFR Part 2.

13. findhelp's Materials; Exchange of Information

13.1. findhelp Marks. "Aunt Bertha" and "findhelp" are trademarks that belong to Aunt Bertha, a Public Benefit Corporation. Other trademarks, names and logos on the Services are the property of their respective owners. Unless otherwise specified in this Agreement, all Materials, including the arrangement of them on the Services are the sole property of findhelp. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license holder. Customer will not remove or alter findhelp Marks that may be included with any Materials.

13.2. findhelp Materials and Intellectual Property. The Materials are provided to Customer under a non-exclusive license and not in connection with a sale. Other than the non-exclusive license granted to Customer for the Permitted Purpose hereunder, findhelp retains all right, title and interest, including all copyright, patent, trade secret and other intellectual property rights, in and to the findhelp API, Data, and Materials, not including Customer Content.

13.3. Aggregated Statistics. To assist with the functioning of the findhelp Services technology platform, and improve the platform for all users and expand the use of the platform, findhelp may monitor Customer's use of the Services and use data and information related to such use and the Customer Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Services ("*Aggregated Statistics*"). As between findhelp and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by findhelp. Customer acknowledges that findhelp will be compiling Aggregated Statistics based on the Customer Content input into the Services and Customer agrees that findhelp may (i) make such Aggregated Statistics publicly available, and (ii) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or Customer Confidential Information or any individual person.

13.4. Suggestions and Feedback. If Customer and any of Customer's users elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to findhelp, findhelp may act on such suggestions without any obligation to Customer or the specific user providing the feedback. findhelp 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.

13.5. Exchange of Information. As options to Customer and all other independent users of the findhelp Services, the findhelp Services provide functionality for sharing (sending, receiving, requesting, and viewing) information (data) of various types from independent users (entities and individual persons) of the findhelp Services, including the CBOs and Community Users and other independent users. Like each user of the findhelp Services, Customer is solely



responsible for the decision to use such functionality and complying with Customer's own obligations under applicable federal and state laws and this Agreement to appropriately and lawfully use the options and data made available to Customer within the findhelp Services and also within Customer's distinct user accounts. While Customer and other users may elect not to use such functionality and data, any such data that is shared by Customer through such functionality will then be subject to the control and responsibility of the user(s) receiving the data.

14. Indemnity

14.1. findhelp Intellectual Property Indemnity. findhelp will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Services, as delivered by findhelp to Customer, infringe a United States patent, copyright, or trade secret of a third party. findhelp will pay those costs and damages finally awarded against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by findhelp. Customer may retain its own counsel at Customer's own expense. findhelp shall have no liability for any claim of infringement based on: (i) Services which have been modified by parties other than findhelp where the infringement claim would not have occurred in the absence of such modification; (ii) Customer's use of the Services in conjunction with data where use with such data gave rise to the infringement claim; or (iii) Customer's use of the Services outside the permitted scope of the Agreement. Should the Services become, or in findhelp's opinion is likely to become, the subject of a claim of infringement, findhelp may, at its option, (i) obtain the right for Customer to continue using the Services, (ii) replace or modify the Services so it is no longer infringing or reduces the likelihood that it will be determined to be infringing, or (iii) if neither of the foregoing options is commercially reasonable, terminate the access and use of the Services. Upon such termination, Customer shall cease accessing the Services and findhelp will refund to Customer, as Customer's sole remedy for such license termination, the subscription Fees paid by Customer for the terminated license for the past twelve months. 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. TO THE EXTENT PERMITTED BY STATE LAW, THIS SECTION STATES THE ENTIRE LIABILITY OF FINDHELP WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SERVICES.

14.2. Indemnification Procedures. The parties' indemnification obligations are subject to the other party, to the extent allowed under applicable state law: (i) giving the indemnifying party prompt written notice of any such claim or the possibility thereof; (ii) giving the indemnifying party sole control over the defense and settlement of any such claim; and (iii) providing full cooperation to the indemnifying party in good faith in the defense of any such claim.

15. Warranties

15.1. Limited Warranties. findhelp warrants that the Services (i) will run substantially in accordance with their Documentation; and (ii) will be performed in a professional and workmanlike manner, consistent with industry standards. Each Party represents and warrants to the other that it has the full corporate right, power, and authority to enter into this Agreement. Customer represents and warrants to findhelp that its use of the Services, including the Data, shall be conducted in accordance with applicable laws, rules or regulations, industry standards and this Agreement.

15.2. Warranties Disclaimer. Findhelp is continuously working to improve and supply the findhelp Services in support of the findhelp mission we share with and for each and all of the users of the findhelp Services. For legal purposes, findhelp is required to clearly explain that the offered warranties do not extend beyond those expressly stated in this Agreement: TO THE EXTENT ALLOWED BY APPLICABLE LAW, FINDHELP PROVIDES THE FINDHELP SERVICES "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FOR EXAMPLE, FINDHELP DOES NOT MAKE ANY WARRANTIES ABOUT THE CONTENT OR FEATURES OF THE SERVICES, INCLUDING THEIR ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS.

15.3 Security Assurance. findhelp will continue to take appropriate and reasonable measures designed to provide for the security, and availability, of data and information in the Services, including backup and disaster recovery for the systems within the control and responsibility of findhelp; and, during the term of this agreement (including consecutive renewals), findhelp will maintain compliance with the requirements for its current HITRUST certification



(or equivalent alternative). findhelp will also keep records of all personnel with such IT systems access and findhelp shall promptly report any breach of its IT systems or data that relates to Customer or Customer's data that is stored within the findhelp's systems and shall inform Customer of its investigation and mitigation of any such breach. Both parties will take industry standard precautions to protect login information, prevent malicious software transmissions, prevent unauthorized access to the IT systems, prevent access to unauthorized information within the IT systems, timely terminate personnel access when not needed, and other reasonable administrative, technical, and physical safeguards. Each party shall remain responsible for their respective network and/or systems, as well as the configuration of their security settings and controls. Without a mutual written amendment to this Agreement, the Parties agree that findhelp will not be obligated to complete any additional security assessments or reviews, or be subject to additional testing or inspections or audits (initiated by or on behalf of Customer) while such HiTRUST certification is consistently maintained by findhelp. Upon request by Customer, findhelp will provide the most current completed third-party assessment related to such HiTRUST certification to Customer.

16. LIMITATION OF LIABILITY. THE FOLLOWING TERMS ONLY APPLY TO THE EXTENT, IF ANY, PERMITTED UNDER APPLICABLE STATE LAW AND FEDERAL LAW:

16.1. LIABILITY CAP. IN NO EVENT WILL CUSTOMER, FINDHELP (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF CUSTOMER, FINDHELP (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION BASED IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO FINDHELP BY CUSTOMER OR ON CUSTOMER'S BEHALF DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY.

16.2. THE LIABILITY CAP DOES NOT APPLY OR LIMIT A PARTY'S LIABILITY WITH RESPECT TO (A) FEES DUE BY CUSTOMER FOR USE OF MATERIALS OR SERVICES, (B) SECTION 9 ("PRIVACY AND CONFIDENTIALITY AND APPROPRIATE CONSENT"), (C) EITHER PARTY'S MISAPPROPRIATION OF MATERIALS (INCLUDING DATA), SERVICES OR OTHER INTELLECTUAL PROPERTY, OR (D) SECTION 14 ("INDEMNITY"). IN ADDITION, OTHER THAN FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, THE LIABILITY CAP UNDER THIS AGREEMENT FOR ALL CLAIMS BETWEEN THE PARTIES ARISING FROM OR RELATING TO A BAA OR THE PRIVACY OR SECURITY OF PROTECTED HEALTH OR PERSONALLY IDENTIFIABLE INFORMATION AND SENSITIVE PERSONAL INFORMATION SHALL BE INCREASED TO TWO TIMES (2X) THE TOTAL AMOUNT OF FEES PAID TO FINDHELP BY CUSTOMER OR ON CUSTOMER'S BEHALF DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY.

16.3 FINDHELP ACTS AS ONLY AN INTERMEDIARY TO PROVIDE THE FINDHELP SERVICES PLATFORM TO FACILITATE FINDHELP'S MISSION FOR THE REFERRALS AND REQUESTS FOR ASSISTANCE MADE BY AND BETWEEN THE USERS, THOSE SEEKING ASSISTANCE AND THE CBOS AND SUPPLIERS AND PROVIDERS WHO MAY RESPOND TO AND/OR FULFILL THE REQUESTS AND REFERRALS. FINDHELP DOES NOT HAVE ANY RESPONSIBILITY TO RESPOND TO OR FULFILL ANY REFERRALS OR REQUESTS FOR ASSISTANCE. FINDHELP HAS NO LIABILITY FOR THE ACTS OR OMISSIONS OF ANY CBO, SUPPLIER, PROVIDER, OTHER CUSTOMERS AND ANY OTHER INDEPENDENT USERS OF THE FINDHELP SERVICES.

17. Intended Use Only in the United States

findhelp controls and operates the Services from its headquarters in the United States of America and the entirety of the Services may not be appropriate or available for use in locations outside of the United States of America. If Customer or Authorized Customer Users use the Services or Services outside the United States of America (provided such use has been permitted in writing), Customer and Authorized Customer Users are solely responsible for following applicable local laws.



18. General

18.1. **Communications and Notices.** Customer will maintain and monitor at least one designated primary Customer electronic mail (email) address for the receipt of Customer Agreement related communications from findhelp. Customer is responsible to at least daily monitor this email address for such information. Customer will notify findhelp via email with any updates or changes to the Customer's primary email address preferably at least thirty (30) days prior to the change, or as soon as possible prior to or after such change. Any notices required to be given to Customer by findhelp under or related to this Agreement will be provided to Customer at the address and per and to the extent the contact information is provided and updated in writing by Customer. Each Party may change its notice designation by providing an update as provided in this provision. In order to determine such extent and also only to the extent any such situation is within the legal control and legal responsibility of such Party, each Party agreed to communicate in good faith to address any situations that may arise under or related to this Agreement. Any legal notice necessary under this Agreement and any notice by a party to the other party in the event of a breach of this Agreement will be in writing and delivered by personal delivery, documented overnight courier, confirmed email, or certified or registered mail with return receipt requested, and will be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, and five (5) days after deposit in the mail, or upon confirmation of receipt of email. Notices to findhelp will be sent to:

Aunt Bertha, a Public Benefit Corporation
Attn: findhelp Legal Team
3616 Far West Blvd. 117-454
Austin, Texas 78731
legalnotices@findhelp.com

18.2. **Independent Contractor.** The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between Customer and Findhelp. The parties agree that neither party is acting or expected to act as an agent of Customer under the federal common law of agency [45 C.F.R § 160.402]. Accordingly, each party shall have no vicarious liability for any federal HIPAA violations of the other party.

18.3 **Training.** Customer is responsible to ensure that all Customer Authorized Users are appropriately trained and capable of using the Services. Customer will engage in commercially reasonable efforts to comply with this obligation. If at any time the Customer determines additional personally-provided training or other services may be helpful, the parties will communicate in good faith to establish a training program subject to Customer agreeing to the then current costs for available online training and or for on-site training and travel expenses, if any. If findhelp determines that the Customer is inordinately or excessively utilizing the standard subscription support services provided directly to Customer by individual staff members of findhelp, findhelp will have the option to recommend that the Customer purchase additional training services and other services as may be appropriate for the Customer's designated Authorized Users to more efficiently and effectively use the findhelp Services. If Customer declines to receive and participate in good faith in such recommended services, findhelp may prospectively set reasonable limits on the amount and manner in which Customer may request and findhelp may provide such support services to be performed by individual staff members of findhelp to Customer.

18.4. **Governing Law.** The applicable U.S. federal law will govern this Agreement.

(i) Each Party Responsible for the Party's Own Legal Fees. In the event of any dispute or controversy between the Parties in connection with or related to this Agreement or this Addendum, or in connection with the interpretation or enforcement of any provision hereof or thereof, each party in such dispute or controversy will be responsible for its own legal fees (including attorneys' fees).

(ii) For any mediation or for any judicial action that may be brought in a state or federal court under this Agreement, each party also agrees to consent to agree to allow the other party to be represented by counsel of its own choosing, whether from the state where the judicial proceeding occurs or from any other



state on the United States, pursuant to a pro hac vice or similar request to the maximum extent as may be allowed by any applicable court or forum.

(iii) **Electronic Participation.** To the maximum extent allowable and possible under the applicable rules and laws and to minimize each party's costs and expenses, the parties agree to use their best efforts to allow all dispute resolution (mediation or other legal proceedings) proceedings to occur through electronic means and for each party to participate remotely by electronic means whenever such option is available instead of the physical presence of any or all parties at any particular location for any such proceeding.

18.5. **Severability and Reformation.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

18.6. **Force Majeure.** In accordance with FAR Clause 52.212-4(f), each party shall have no liability to the other party for any delay or failure to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of such party. Such causes shall include, but are not limited to, acts of God, floods, pandemic, fires, loss of electricity or other utilities, or delays by third parties in providing required resources or support.

18.7. **Survival.** The provisions that by their nature should survive any termination of this Agreement, will do so, including proprietary rights, confidentiality and privacy, warranties, limitation of liability, applicable laws.

18.8. **Commercial Software under the F.A.R; Restricted Rights.** The findhelp Services were and are developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and any related agency supplements. Use of any software provided by findhelp under this Agreement by or for the United States Government is conditioned upon the Government agreeing that the software is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-14. If applicable, Customer shall be responsible for assuring that this provision is included in all agreements with the United States Government and that the software, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.

18.9 **Electronic Communications.** Findhelp will provide and Customer agrees to receive electronic communications from findhelp. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Services.

18.10. **Modifications to the Services.** findhelp will endeavor to provide advance notice of any changes in the Services platform. findhelp may change or modify the Services at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect Customer's use of the Services); or (c) to restrict items or activities that findhelp deems disruptive, unsafe, inappropriate, or offensive. Customer's continued use of the Services after the effective date of any change will constitute acceptance of that change. If any change is unacceptable to Customer, Customer agrees not to use the changed item and Customer may discontinue use of that part of the Services. findhelp will notify Customer of changes by electronically postings on applicable customer support webpages, to the applicable Services site to which the change relates, by other electronic means or via other methods, including notifications to any email address(es) Customer provides. Customer is responsible to ensure that all of Customer's contact information is up to date, accurate, and regularly monitored.

18.11 **Questions and Concerns; Resolution and Responsibilities.** To assist findhelp to improve, manage, and provide the multi-user shared findhelp Services platform, findhelp encourages Customer to promptly notify findhelp in writing through appropriate communications any time Customer identifies or has any questions or concerns with related to the use of the findhelp Services by any user (whether an individual person or other legal entity) of the findhelp Services or the performance of the findhelp Services. If and only to the extent that findhelp is responsible for the concern, findhelp will be responsible to promptly resolve or remedy the concern. To the extent findhelp determines that any such concern is not within the responsibility and control of findhelp or more information may be helpful to resolve the concern, findhelp will notify the Customer of such determination along with any details that findhelp may be able to provide to Customer about the concern and other possible causes. When either party



has an obligation to perform a task, such party shall fully perform any such obligation to the extent that the obligation is not disputed in good faith.

The parties through their authorized representatives entered into and execute this Agreement effective as of the last day signed by a party:

Government Entity - full legal name ("Customer")	Aunt Bertha, a Public Benefit Corporation ("findhelp")
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Thank you from the entire team at



Our Mission: Connecting all people in need
and the programs that serve them with dignity and ease.



Appendix: Enterprise Service Level Agreement

(vJune 2024)

Customer Support

Contacting Customer Support

findhelp provides customer support during business hours to assist you with issues you encounter while using your site. **Your Customer Success Manager (CSM) will be your primary support contact.**

	Access	Availability	Service Notes
Self-Service	support.findhelp.com	24x7	Our self-service portal includes a variety of online resources, including helpful training, release notes, and basic troubleshooting steps.
Email	Email your CSM, the CS team customer@findhelp.com or support@findhelp.com for additional support assistance.	Monday - Friday 9-5PM (Central Time)	Your CSM or a member of our support team will respond to your request within two business days. When your CSM is out of the office, email customer@findhelp.com . We have back-up CSMs in place to ensure business continuity.
Phone	Contact your CSM directly at their provided phone number.	<i>Except Company Holidays*</i>	

*Holidays may include the day the holiday is “observed” if the actual holiday occurs on weekends. Findhelp Bertha reserves the right to modify the company holidays: New Year’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Election Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day. Please contact your CSM for the most up to date company holiday list.

Severity Classifications and Response Times

Once an issue has been triaged, it will be given a severity classification. Response time and update frequencies for each severity classification are listed in the table below.

	Description	Initial Response	Update Frequency
Critical	Critical service workflow or functionality unavailable to a majority of users. No workaround exists.	2 business hours	Every 4 business hours
Major	Critical service workflow or functionality is impaired. Users have a temporary workaround.	4 business hours	Every 8 business hours
Minor	Non-critical workflow or functionality is unavailable or impaired. Users can still complete workflow.	8 business hours	As mutually agreed



Data Operations

	Access	First Reply Time	Full Completion Time
Suggest a New Program	https://www.findhelp.com/find_a_program	2 business days	In addition to the first reply, most requests are also fully completed within 2 business days. Note that larger or more complex suggestions may require additional time. Additionally, if we are not able to get in contact with the program in a timely manner (maybe they are out of the office) that may cause it to take more time.
Suggest a Program Edit	Submit suggestion directly on individual program card	2 business days	
Verify Claims	https://www.findhelp.com/claims	2 business days	
General Program Review	Our goal is 90% of all programs listings on the findhelp platform are reviewed (including by external sources of data) every 6 months		

System Availability

Availability

findhelp will be available ninety-nine and nine-tenths percent (99.9%) of the time, twenty-four (24) hours per day, seven (7) days per week (a week will be deemed to commence at midnight Eastern Time on Sunday and extend for seven (7) days), including all legal holidays, with the exception of scheduled interruptions for maintenance.

Status Portal

The current status of our platform can be monitored at any time, including during maintenance windows, at status.findhelp.com. You may subscribe to email status updates from the Status Portal.

Reserved Maintenance Windows

We conduct regular maintenance which typically does not require downtime. In the rare event that downtime is required for system maintenance, it will be announced ahead of time through our Status Portal. Our standard maintenance window, when required, is Saturday 10:00 p.m. to Sunday 2:00 a.m. Central Time.

Incident Response

PHI Inquiry

Timeframe for PHI disclosure incident:

Description	Communication Timeframe
findhelp will provide relevant information in a report within this timeframe if there is an incident regarding PHI disclosure.	72 hours

Escalation Contacts

Your first point of contact for escalating any issue is your Customer Success Manager. If you have not received a timely or adequate response based on the above service levels, you may escalate your issue in the following order:

VP of Customer Success: rlauderdale@findhelp.com
Chief Operating Officer: jtraish@findhelp.com

[End of Appendix]



Exhibit A: Privacy Policy Statement*

(from <https://www.findhelp.org/legal/privacy>, where the most current version is located)

[*the below terms are current as of April 6, 2026, Aunt Bertha reserves the right to update and adjust this policy for all of the users of Aunt Bertha's own managed websites as it may decide is appropriate]

Our Commitment to Privacy

Aunt Bertha, a Public Benefit Corporation ("Aunt Bertha" or "we") respects your privacy and is committed to protecting your personal information. Aunt Bertha is a software application designed to match interested persons with need-based service providers. Persons may search our website, www.auntbertha.com or www.findhelp.org (collectively the "Website"), to learn about federal, state, and local need-based government and charitable programs and services in their area (each a "Benefit" and collectively, "Benefits"), and, depending upon the provider, may be able to apply for Benefits through our Website (the "Services").

Aunt Bertha is a certified B Corporation (Certified B Corporations meet higher standards of social and environmental performance, transparency, and accountability).

In this Privacy Policy Statement ("Policy"), we describe the information that we collect from visitors to our Website. This Policy governs the use of our Website, as well as company.auntbertha.com, and our products and services offered through this Website (collectively, "Services"). Your use of our Website or the Services, and any dispute over privacy, is subject to this Policy and our Terms of Service, including its applicable limitations on damages and the resolution of disputes. This Policy is incorporated by reference to the Terms of Service of our Website.

This Website and the Services are designed for persons in the United States.

What Information Do We Collect from You and How Do We Use Your Information?

We may collect information about you directly from you and from third parties, as well as automatically through your use of our Website or Services.

Information We Collect Directly From You

You are free to search through and use the Website without providing any information about yourself. If you would like to save programs or providers to your personalized favorites list or apply for Benefits through our Website, then we will require you to create an account. To create an account, we will collect your email address and a password you create.

You may apply for, or contact a third party concerning, certain third party Benefits through our Website; the third party – not Aunt Bertha – determines the scope of the information that it would like for us to collect from you. Depending upon the particular Benefit, and in accordance with the third party's instructions, we may request information such as the following from you through our Website:

- Name
- Mailing Address
- Phone number
- Date of birth
- Gender



- Whether you have proof of identification, such as a Social Security Number, passport or state driver's license (but not the details associated with that identification)
- Information about children (include birthdate)
- Living situation (house/apt., shelter, etc.)
- Additional program specific eligibility criteria, which will vary depending upon the program
 - Whether the person is pregnant
 - History of drug/alcohol abuse
 - Insurance coverage
 - Criminal history
 - Income information (employment, government benefits, child support, etc.)

The program/agency determines the application process; if you do not want to apply through our Website, please contact the program/agency to determine if there is an alternative application process.

We also may collect information from you in order to update your account. For example, if you think that information on our Website is inaccurate or out-of-date, you may click on the "Report A Change" button and provide us additional and/or revised information. We use this information only for the purpose of reviewing and updating our Website. The comments that you submit in this section are not publicly available, but we may share your comments (anonymously) with the Benefit provider so that we may update our Website.

When you enroll in our Short Message Service ("SMS") program, we will collect information such as your mobile phone number, mobile carrier, date, time, and content of the messages, and other information provided by you. Your mobile carrier may also collect data from you, as reflected in their own privacy policies.

Information We May Receive from You about Others

We may receive your information from a third party, including receipt of your name, contact information and other details as part of sharing information found on our website or a referral to a Benefit through the website.

We may also collect information from you about someone else. If you provide information about someone else, you must ensure that you are authorized to disclose that information to Aunt Bertha, and that, without Aunt Bertha taking any further steps required by applicable data privacy laws, Aunt Bertha may collect, use and disclose that information for the purposes described in this Policy.

Information We Collect Through Your Use of Our Website

We use cookies and other tracking technologies to automatically collect information about you when you visit our Website or use our Services. Specifically, we may collect the following information: your IP address, browser type, domain name, operating system, date and time of visit, referring website, time spent on and/or logged in to the Website, and pages viewed. Please see the section below entitled "Cookies & Other Tracking Technologies" for additional information.

Use of Your Information

We use your information primarily to apply for the Benefits that you have requested. We may use your profile information to identify other programs and services that we believe would be of interest to you, and we may email you about those programs and services. We will not, however, apply for any Benefits on your behalf without your knowledge. We also may use your information to respond to your requests or inquiries from users, to communicate with you about your use of our Services, and for similar customer-service-related purposes. We also may use your information to assist us in maintaining our Website, such as for troubleshooting and technical



support purposes, and to improve our Website and Services and to better understand how users access and use our Website and Services, on an aggregated and individualized basis.

We also may use aggregate information to assist us in determining products and services needed to add to our Website.

Sharing Your Information

We share your information at your direction; with the limited exceptions discussed below, we do not share your information with third parties unless you agree in advance. We will not share your personal information under any circumstance with any third parties for their direct marketing purposes unless you are first notified. In this section, we describe the potential uses of your information in greater detail:

With Third Parties That Provide Benefits: As stated above, we primarily share your information, including your personal information, with the third parties that provide the Benefits that you would like to receive. Specifically, at your direction, we will submit your application to the appropriate third parties. The third party, not Aunt Bertha, will evaluate your eligibility to obtain service from its program. The third party's use of your personal information will be governed by the third party's privacy policy. Aunt Bertha does not have any control over your information once it is submitted to a third party for receipt of Benefits. For example, if you are interested in transportation services, then we will share your information, at your direction, with agencies that provide transportation that may fit your particular situation. In some instances, your information may be shared with third-parties who are providing grants, financial assistance, or other support for the programs you are applying for.

In sharing your personal information with third party providers, as stated above, such information will be provided to each and every third party that you request. By consenting to this sharing, you further agree that the third parties themselves may also collaborate and share your information solely in support of the service that you are seeking. To the extent that any other information is generated from the collaboration and such information is stored in the Aunt Bertha Platform, such information will be deemed to be covered by this privacy policy. **ALTHOUGH WE SHARE INFORMATION WITH THIRD PARTIES AT YOUR DIRECTION, WE ARE NOT RESPONSIBLE FOR THE ACTS AND OMISSIONS OF THIRD PARTIES.**

To Perform Services on Our Behalf: We may hire vendor companies to provide limited services on our behalf, such as website hosting, payment processing, sending postal and electronic mail, providing technical support, and to assist us in providing the products and services that you request from us. We only provide those service providers with the information necessary to perform the requested service.

Third Party Support System: If you submit a support request via Zendesk, you will be asked to provide certain information including without limitation your name and email address. Support requests are operated by Zendesk, a third party support and contact request management service provided by Zendesk, Inc. Participation in this service is entirely at your discretion and governed by Zendesk's Privacy Policy located at <https://www.zendesk.com/company/privacy>.

With Your Friends and Other Persons at Your Direction: You have the option of sending a friend information about Benefits listed on our Website. We will collect your email address, your friend's email address, and a message that you would like to share with your friend. We will send the Benefit information to your friend along with your message and email address.

Consolidation of Company: If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding, we may transfer the information we have collected from you to the other company.

To Protect Ourselves/For Legal Purposes: We also may disclose your information to protect our rights and property, to prevent against fraud and abuse, and to protect other users of our services. For example, if we believe that you are misusing our Website or taking an action that is harming our Website (e.g., uploading a virus



to our Website), we may share your information with law enforcement to protect our Services. We also may disclose your information as permitted or required by law, for example, in response to court orders, subpoenas, or other requests from government agencies.

Cookies & Other Tracking Technologies

We and our third party service providers use cookies and other tracking mechanisms to track information about your use of our Website or Services. We may combine this information with other personal information we collect from you (and our third party service providers may do so on our behalf).

Currently, our systems do not recognize browser “do-not-track” requests. You may, however, disable certain tracking as discussed in this section (e.g., by disabling cookies).

- When you come to the Website, our web server sends a cookie to your computer. Cookies are alphanumeric identifiers that we transfer to your computer’s hard drive through your web browser for record-keeping purposes. There are two types of cookies: session-based and persistent-based cookies. We also may permit certain third party cookies to be placed on our Website.
- Session Cookies. Session cookies exist only during an online session. They disappear from your computer when you close your browser or turn off your computer. We use session cookies to allow our systems to uniquely identify you while you are logged into the Website. This allows us to process your online transactions and requests, and to verify your identity, after you have logged in, as you move through our Website.
- Persistent cookies. Persistent cookies remain on your computer after you have closed your browser or turned off your computer. We may use persistent cookies to track aggregate and statistical information about user activity, which may be combined with other user information.

Third Party Analytics. We may use automated devices and applications, such as Google Analytics, to evaluate usage of our Website. We also may use other analytic means to evaluate our Services. We use these tools to help us improve our Services, performance and user experiences. These entities may use cookies and other tracking technologies to perform their services. We do not share your personal information with these third parties. We do not have access to or control over these third party cookies nor does this Privacy Policy cover such third parties’ use of data. In addition, Aunt Bertha offers functionality that allows certain customers with their own site integration to use automated devices and applications, such as Google Analytics. For additional information about the Customer’s use of third party analytics, please visit the privacy policy of the Aunt Bertha customer that is associated with your use of Aunt Bertha. You may be able to opt-out or restrict the collection or use of information by some commonly used tracking pixels and services. The following links are provided for your convenience:

- Google Analytics – <https://tools.google.com/dlpage/gaoptout/>

Disabling Cookies. Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Website visitors who disable their web browsers’ ability to accept cookies will be able to browse the Website; however, you must enable cookies to use most of our Services.

Opting Out of Communications

Email. If you have created an account with us or requested to receive information from us, we may send you email about topics and opportunities that we believe may be of interest to you. At any time, you may unsubscribe from our emails by using the link contained in the email. If you opt-out of receiving emails about recommendations or



other information we think may interest you, we may still send you e-mails about your account or any Services you have requested or received from us.

Phone. If you no longer wish to receive information from us, please email privacy@auntbertha.com or call 512-717-0518.

Text Messages. If you no longer wish to participate in our SMS program, send a text message with one of the keywords: STOP, END, QUIT, CANCEL, OR UNSUBSCRIBE to 512-942-0530. You may receive one final message from us confirming that you have been inactivated in our system. Following such confirmation message, no additional messages will be sent by us unless you reactivate your SMS subscription.

Updating Your Information

You may edit your profile information at any time by signing into your account.

Security of Your Information

We want the information that you submit to us to be secure. We use industry-standard techniques to safeguard the information that you provide to us through our Website. Notwithstanding our commitment to your information, please be aware that there is a risk that others could find a way to thwart our security systems or the security systems of the third parties that host our server. As a result, we cannot ensure or warrant the security or privacy of any information that you choose to submit to us.

You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

Short Message Service

You may opt to enroll in our SMS program. By enrolling, you represent that you are the account holder for the mobile telephone number(s) that you provide to us. You are responsible for notifying us immediately if you change your mobile telephone number.

We provide this service without a fee; however, message and data rates may apply from your mobile carrier. By providing your consent to participate in this program, you approve such charges from your mobile carrier. Aunt Bertha is not responsible for any charges related to the use of this service.

Aunt Bertha does not guarantee the successful or timely delivery of text messages by your mobile carrier. Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of Aunt Bertha's control, and Aunt Bertha is not responsible or liable for issues arising from them.

If you request to be referred to a program, and you use text messages as your primary form of communication with Aunt Bertha, in certain circumstances text messages may include protected health information ("PHI"), by the nature of the programs you are referred to. Since text messaging is unencrypted, there is a risk that this PHI could be intercepted or viewed by third parties, including others who access your device. When you choose to receive text messages from us, you do so at your own risk.

Aunt Bertha reserves the right to terminate the SMS program in whole or in part, at any time and without notice.

User Generated Content



We maintain a blog on our Website open to public comment. Interested persons also may comment on programs after creating a username; we do not permit anonymous comments. Aunt Bertha.com is not responsible for the privacy of any information that you choose to submit through our blog, or for the accuracy of any information contained in those postings. Any information that you disclose through our blog becomes public information. We cannot prevent such information from being used in a manner that may violate this Policy, the law, or your personal privacy.

Children's Privacy

Our Website is not intended for persons under the age of 13, and we do not knowingly collect information from persons under the age of 13. If we learn that a person under the age of 13 has created an account or directly applied for programs through our Website, then we will remove that information from our systems. Please be advised, however, that certain programs offered by third parties may be applicable to persons under the age of 13 or may require us to provide information about the children in your household. In those situations, we only collect information about persons under the age of 13 directly from the registered user, which must be a person over the age of 13.

Your California Privacy Rights

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights. For consumers where we operate as a service provider, we will direct you to exercise your rights through our customer.

We have collected and shared the following categories of personal information under the CCPA within the past 12 months, as more fully described above;

- **A. Identifiers;**
- **B. Personal information categories listed in the California Customer records statute;**
- **C. Protected classification characteristics under California or federal law;**
- **D. Commercial information;**
- **F. Internet or other similar network activity.**

You also have the right to request that we disclose certain information to you or take other actions concerning your personal information, including:

- The right to know the personal information collected about you, including the right to receive it in a data portable format;
- The right to opt-out of the sale of your personal information, although we currently do not sell your personal information and thus do not offer the right to opt-out;
- The right of deletion of your personal information, subject to certain limitations under applicable law;
- The right not to be discriminated against for individuals who choose to exercise any of their rights under the CCPA.

To exercise these rights, please submit a request by emailing privacy@auntbertha.com, including your email address and phone number. Once we receive your request, we will review it, determine whether we can verify your identity, and process the request accordingly. If we need additional information to verify your identity, we will let you know. We will respond to your request within 45 days of receipt, or notify you if we require additional time.

If you would prefer, you may designate an authorized agent to make a request on your behalf.



If you are a California resident under the age of 18, and a registered user of any website where this policy is posted, California Business and Professions Code Section 22581 permits you to request and obtain removal of content or information you have publicly posted. To make such a request, please send an e-mail with a detailed description of the specific content or information to privacy@auntbertha.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

Changes to this Privacy Policy

We will post changes to this Policy to this Website. Changes will become effective upon posting. If we make a material change to this Policy, we will endeavor to notify our account holders by highlighting the change upon posting and sending an email address to our account holders at the most current email address.

Contact Us

Please contact us at privacy@auntbertha.com if you have any questions regarding this Policy.



Exhibit B: End User Terms of Services*

(from <https://www.findhelp.org/legal/terms> where the most current version is located)

[*the below terms are current as of April 6, 2026, Aunt Bertha reserves the right to update and adjust this policy for all of the users of Aunt Bertha's own managed websites as it may decide is appropriate

Findhelp Terms of Service

These terms and conditions (the "**Terms**") are a legal contract between you ("**You**") and Aunt Bertha, a Public Benefit Corporation ("**Aunt Bertha**", "**findhelp**" or "**Us**" or "**Our**" or "**We**"). The terms explain how you are permitted to use and access the Findhelp Services, including the Site located at www.findhelp.org as well as all associated Sites linked to www.findhelp.org by Findhelp, its subsidiaries and affiliated companies, and any Sites of independent subscribers and customers of Findhelp who may provide their own uniquely branded Sites (collectively, the "**Site**") and all Services (as defined in these Terms) and any software that we provide to you that allows you to access the Site or Services from a device (an "**Application**"). By using the Site or the Services, you are agreeing to all the Terms; if you do not agree with any of these Terms, do not access or otherwise use the Site, any Services available through the site or any information contained on the Site. By accepting these Terms, or by accessing or using the site, you agree to be bound by these Terms. If you accept or agree to these terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such company or other legal entity to these Terms, and in such event, "you" and "your" will refer and apply to such company or other legal entity.

Exchange of Information. As options to You and all other independent users of the Findhelp Services, the Findhelp Services provide functionality for sharing (sending, receiving, requesting, and viewing) information (data) of various types from independent users (entities and individual persons) of the Findhelp Services, including the CBOs and other independent entities. Like each user of the Findhelp Services, You are solely responsible for the decision to use such functionality and complying with Your own obligations under applicable federal and state laws and these Terms to appropriately and lawfully use the options and data made available to You within the findhelp Services and also within Your distinct user account. While You and other users may elect not to use such functionality and data, any such data that is shared by You through such functionality will then be subject to the control and responsibility of the recipient user(s).

1. KEY TERMS

"**Account**" means any Aunt Bertha accounts or instances created by You or on your behalf within the Site for use of the Services.

"**Authorized End User**" means, collectively You and any of your individual, agents, or contractors accessing or using the Site or Services, under the rights granted to You pursuant to these Terms. An individual may be an Authorized End User of the Site or Services, whether or not they are accessing the Site or Services in an authenticated manner.

"**Community Based Organization**" or "**CBO**" means an organization or program that provides community, social, or other services to individuals that is listed on our Site. Ownership of a CBO may be claimed by an Authorized End User of our Site and Services at <https://www.FINDHELP.ORG/claims>. In addition to all other terms in this End User Terms of Service, CBOs and their Authorized End Users are also subject to the additional "Specific Terms for Community Based Organizations" documented in Section 12 of this End User Terms of Service.

"**Confidential Information**" means any and all non-public information disclosed by one party to the other party in any form or medium, whether oral, written, graphical or electronic, pursuant to these Terms, that has been



identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

"**Documentation**" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services, which materials are designed to facilitate use of the Services and which are provided by Aunt Bertha to You in accordance with these Terms.

"**Materials**" mean collectively all the text, data, information, software, graphics, photographs and more, including the Documentation, the proprietary platform and Aunt Bertha API through which Aunt Bertha offers the Site and Services to You in a 'software as-a-service' form. Materials include any and all intellectual property embodied in the Materials.

"**Open Source Software**" means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that approved by the Open Source Initiative (www.opensource.org).

"**Services**" means any and all services, tools, software, content, applications and functionalities as may be provided by Aunt Bertha from time to time through the Site.

"**Your Content**" means the data, media and content submitted, stored, posted, displayed, or otherwise transmitted by You and/or any Authorized End Users on or through the Site, but does not include any data you collect through use of or in connection with the Services.

2. CHANGES TO TERMS

We may alter the Materials and Services We offer You and/or choose to modify, suspend or discontinue the Site or Services at any time and without notifying You. We may also change, update, add or remove provisions (collectively, "**Modifications**") of these Terms from time to time. We will inform You of any Modifications by posting them on the Site. If You object to any such Modifications, Your sole recourse shall be to cease using the Site. Continued use of the Site and Services following notice of any such Modifications indicates You acknowledge and agree to be bound by the Modifications. Also, these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of the Site. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

3. GENERAL USE OF THE SITE

We invite You to use the Site for individual, consumer purposes ("**Permitted Purposes**") - enjoy!

By using the Site, You promise that You are at least 13 years of age. If You are not yet 18 years old, You must have the permission of an adult to use the Site and agree to its Terms, and that adult must be a parent or legal guardian who is willing be responsible for Your use of the Site. In these Terms we are granting You a limited, personal, non-exclusive and non-transferable right to access and use and to display the Materials; Your right to use the Materials is conditioned on Your compliance with these Terms. You have no other rights in the Site or any Materials and You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner. If we permit You, in writing in advance, to make copies of any part of the Site, You agree not to remove or alter any of Our copyright and other proprietary notices as they appear on the Site. Further, You explicitly agree that You have not been granted any license to use Aunt Bertha's proprietary platform or Aunt Bertha API (such use would require a separate paid subscription agreement). Unfortunately, if You breach any of these Terms the above right of access and use will terminate automatically.

4. ACCOUNT REGISTRATION



We appreciate You visiting the Site and allow You to do just that - stop by and leisurely check it out without even registering with Us! However, in order to access certain password-restricted areas of the Site and to use certain Services and Materials offered on and through the Site, You must successfully register an Account with Us.

If You want an Account with Us, You must submit a working email address and a preferred password through the Account registration page on the Site. You may also provide additional, optional information so that We can provide You a more customized experience when using the Site -but, We will leave that decision with You. If you subscribe to certain Services additional information such as billing address and payment information will also be required. Once You submit the required registration information, We alone will determine whether or not to approve Your proposed Account. If approved, You will be sent an e-mail detailing how to complete Your registration. For so long as You use the Account, You agree to provide true, accurate, current, and complete information which can be accomplished by logging into Your Account and making relevant changes directly or contacting Us using the below contact information and We can make the changes for You. And, if You forget Your password - no worries as We will happily send a password update to Your provided email address.

You are responsible for complying with these Terms when You access the Site, whether directly or through any Account that You may setup through or on the Site. Because it is Your Account, it is Your responsibility to obtain and maintain all equipment and services needed for access to and use of The Site as well as pay all related charges. It is also Your responsibility to maintain the confidentiality of Your password(s), including any password of a third-party site that We may allow You to use to access the Site. Should You believe Your password or security for The Site has been breached in any way, You must immediately notify Us.

5. USE OF THE SERVICES BY YOU AND AUTHORIZED END USERS

Under certain circumstances, You and Your Authorized End Users may be presented with the ability to send referrals or inquiries directly to Community Based Organizations ("**CBOs**") that are also Authorized End Users of our Site and Services. If You are a "covered entity" or "business associate" as those terms are defined in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), at 45 CFR 160.103, You are responsible for ensuring that disclosures that you make to any CBO comply with HIPAA requirements. For the avoidance of doubt, Aunt Bertha is not a business associate of any CBO, and does not sign a "business associate agreement" or other written agreement governing the use or disclosure of "protected health information" with any CBO. Between You and Aunt Bertha, You are solely responsible for entering into a business associate agreement with any entity if, in Your sole interpretation, one is necessary to disclose or receive information to that entity.

You agree that You will not, and will not permit any Authorized End Users to: (i) copy or duplicate any of the Materials in any form, regardless of technique (e.g., screen-scraping, downloading, printing except as permitted in this Agreement and the Documentation or otherwise); (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Materials is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Materials, or attempt to do any of the foregoing, and You acknowledge that nothing in these Terms will be construed to grant You any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Materials, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with Our prior written consent; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Materials; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Materials; (vi) use any Open Source Software in connection with any of the Materials in any manner that requires, pursuant to the license applicable to such Open Source Software, that any of the Materials be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients; (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Your rights granted hereunder; (viii) host, save, preserve, memorialize, aggregate, collect, compile, or otherwise retain or store any of the Materials (or any copy thereof); or (ix) use the Materials in any manner not expressly



authorized by these Terms. You will ensure that Your use of any of the Materials complies with all applicable laws, statutes, regulations or rules and will not use any of the Materials in connection with any illegal activities.

In addition to Our cancellation rights set forth in these Terms, Aunt Bertha reserves the right, in Our reasonable discretion, to temporarily suspend Your access to and use of the Services: (i) during planned downtime for upgrades and maintenance to the Services (Aunt Bertha will generally provide notice of such planned downtime on the support pages applicable to the Services); (ii) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties; or (iii) if We suspect or detect any malicious software connected to Your Account or use of the Services by You or Your Authorized End Users.

We acknowledge that You retain all right, title and interest in and to Your Content. You grant to Us the right to use Your Content for purposes of making available the Services to You. Notwithstanding anything else in these Terms or otherwise, Aunt Bertha may monitor Your use of the Services and use data and information related to such use, and Your Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Site and Services ("**Aggregated Statistics**"). As between Aunt Bertha and You, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Aunt Bertha. You acknowledge that Aunt Bertha will be compiling Aggregated Statistics based on Your Content input into the Services and You agree that Aunt Bertha may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify You or Your Confidential Information.

6. MOBILE APPLICATIONS

We make available applications allowing You to access the Site via a mobile device (a "**Mobile Application**"). To use the Mobile Application You must have a mobile device that is compatible with the mobile service. We do not warrant that the Mobile Application will be compatible with Your mobile device. We hereby grant to You a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by You, for Your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that We may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that You are using on Your mobile device. You consent to such automatic upgrading on Your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and We and Our third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to Your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that We provide to You designed for use on an Apple iOS-powered mobile device (an "**iOS App**"): (a) (You acknowledge that these Terms are between You and Us only, and not with Apple, Inc. ("**Apple**"); (b) Your use of Our iOS App must comply with Apple's then-current App Store Terms of Service; (c) We, and not Apple, are solely responsible for Our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to Our iOS App. To the maximum extent permitted by applicable



law, Apple will have no warranty obligation whatsoever with respect to Our iOS App; (d) You agree that We, and not Apple, are responsible for addressing any claims by You or any third-party relating to Our iOS App or Your possession and/or use of Our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to Us as provider of the iOS App; (e) You agree that We, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to Our iOS App or Your possession and use of Our iOS App; (f) You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties; (g) You agree to comply with all applicable third-party terms of agreement when using Our iOS App (e.g., You must not be in violation of Your wireless data service terms of agreement when using the iOS App); (h) The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to Your license of Our iOS App. Upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as they relate to Your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that We provide to You designed for use on an Android-powered mobile device (an "**Android App**"): (a) You acknowledge that these Terms are between You and Us only, and not with Google, Inc. ("**Google**"); (b) Your use of Our Android App must comply with Google's then-current Android Market Terms of Service; (c) Google is only a provider of the Android Market where You obtained the Android App. We, and not Google, are solely responsible for Our Android App and the Services and Content available thereon. Google has no obligation or liability to You with respect to Our Android App or these Terms; (d) You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to Our Android App.

7. CANCELLATION OR TERMINATION OF ACCOUNT

You may cancel your Account at any time by emailing us at support@FINDHELP.ORG. You agree and acknowledge that upon cancellation, Aunt Bertha may immediately suspend Your Account. Aunt Bertha reserves the right to delete all Your Content and any other data in the normal course of operation.

Aunt Bertha reserves the right to modify, suspend or terminate the Services (or any part thereof), Your Account and/or Your right to access and use the Site or Services, and remove, disable and discard any of Your Content if we believe that You or Your Authorized End Users have violated these Terms. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. Aunt Bertha shall not be liable to You, Your Authorized End Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Services.

8. ELECTRONIC COMMUNICATIONS

By using the Site and/or the Services provided on or through the Site, You consent to receiving electronic communications from Us. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Services provided on or through the Site. These electronic communications are part of Your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send You electronically will satisfy any legal communication requirements, including that such communications be in writing.

9. PRIVACY POLICY, SECURITY, AND CONFIDENTIALITY



We respect the information that You provide to Us, and want to be sure You fully understand exactly how We use that information. So, please review Our Privacy Policy ("**Privacy Policy**"), available at <https://company.findhelp.com/privacy/> which explains everything.

You are responsible for maintaining the confidentiality of Your Account passwords, and You are responsible for all activities that occur using your Account passwords. You agree not to share Your Account passwords, let others access or use Your Account or do anything else that might jeopardize the security of Your Account passwords. You agree to notify Aunt Bertha if Your Account passwords are lost, stolen, if You are aware of any unauthorized use of Your Account passwords on the Site or if You know of any other breach of security in relation to the Site.

You and Aunt Bertha agree as follows with respect to Confidential Information: (i) to use Confidential Information disclosed by the other party only for the purposes described herein; (ii) to not reproduce Confidential Information of the other party, and to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) to not create any derivative work from the Confidential Information of the other party; (iv) to restrict access to the Confidential Information of the other party to its personnel, agents, and/or consultants, who have a need to have access and who have been advised of and have agreed in writing to treat such Confidential Information in accordance with these Terms; and (v) to return or destroy all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of the Account or Services. Notwithstanding the foregoing, the obligations contained in this paragraph will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party's rights under these Terms, including to make such court filings as it may be required to do.

10. LINKS TO THIRD-PARTY SITES

We think links are convenient, and We sometimes provide links on his Site to third-party Sites. If You use these links, You will leave the Site. We are not obligated to review any third-party Sites that You link to from the Site, We do not control any of the third-party Sites, and We are not responsible for any of the third-party Sites (or the products, services, or content available through any of them). Thus, We do not endorse or make any representations about such third-party Sites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If You decide to access any of the third-party Sites linked to from the Site, You do this entirely at Your own risk and You must follow the privacy policies and terms and conditions for those third-party Sites. Certain areas of the Site may allow You to interact and/or conduct transactions with one or more third-party Sites, and, if applicable, allow you to configure your privacy settings in that third-party Site account to permit Your activities on the Site to be shared with Your contacts in your third-party site account.

11. UNAUTHORIZED ACTIVITIES

To be clear, We authorize Your use of the Site only for Permitted Purposes. Any other use of the Site beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of the Site. This is because as between You and Us, all rights in the Site remain Our property.



Unauthorized use of the Site may result in violation of various United States and international copyright laws. Because We prefer keeping this relationship drama-free, We want to give You examples of things to avoid. So, unless You have written permission from Us stating otherwise, You are not authorized to use the Site in any of the following ways (these are examples only and the list below is not a complete list of everything that You are not permitted to do): (a) For any public or commercial purpose which includes use of the Site on another site or through a networked computer environment; (b) In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of the Site; (c) In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law; (d) To stalk, harass, or harm another individual; (e) To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity; (f) To interfere with or disrupt the Site or servers or networks connected to the Site; (g) To use any data mining, robots, or similar data gathering or extraction methods in connection with the Site; or (h) To attempt to gain unauthorized access to any portion of the Site or any other accounts, computer systems, or networks connected to the Site, whether through hacking, password mining, or any other means.

You also agree and understand that as pertaining those sections of the Site that may allow you to publicly post comments or content, You as the author are entirely responsible for the content of, and any harm resulting from, any public content posted or uploaded by you. That is the case regardless of whether Your Content in question constitutes text, graphics, audio files, information, or computer software. By making Your Content publicly available, you represent and warrant that:

The posting, downloading, copying and use of Your Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party; (b) Your Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; (c) Your Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); (d) Your Content does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party; (e) Your Content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods; (f) Your Content is not named in a manner that misleads your readers into thinking that you are another person or company; (g) Your Content does not include racially, ethnically, obscene, sexually explicit or otherwise offensive language or use the Website to discuss, incite illegal activity or promote hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity. You agree to indemnify, defend and hold Aunt Bertha harmless from and against all damages, losses, claims and costs (including reasonable attorneys' fees) incurred by Aunt Bertha as a result of your placement of Your Content on the Site.

12. SPECIFIC TERMS FOR CBOs

In addition to all of the other Terms in these Terms, CBOs, and the Authorized End Users who use our Site and Services on their behalf are subject to the additional requirements described in this section. These Terms are important to protect Aunt Bertha, and our partner organizations, while still allowing us to provide the Site and Services to CBOs, for free, without needing to engage in a lengthy contracting process.

By claiming a CBO on our Site, either through the workflow maintained at <https://www.findhelp.com/claims> or through any other method that may now or in the future become available, You represent and warrant that You are authorized to act on Your own behalf, and on the behalf of the CBO that You are claiming and its Authorized End Users (collectively "**Your CBO**"), and to bind Your CBO to these Terms. CBOs and their Authorized End Users are granted access to certain functionality through our Site to help the CBO with intake management, appointment scheduling, communication and other tasks related to individuals who are seeking services from them ("**CBO Tools**"). CBO Tools and their use by Authorized End Users are subject to all terms of these Terms, in addition to any supplemental terms related to specific functionality described in this section.



You understand that by using the Site and Services, Your CBO will be granted access to referrals and inquiries made by or on behalf of other Authorized End Users of the Site and Services who may be seeking help from Your CBO. These referrals are content generated by, and are the exclusive property of the Authorized End Users who submit them. Aunt Bertha has and is able to grant you the limited license described in these Terms, to use any inquiry or referral only for the purpose of making further contact with the Authorized End User who submitted it, or the individual who is the subject of the inquiry or referral. Your CBO is not permitted to use any inquiry or referral for any other purpose, unless that purpose is explicitly authorized by Aunt Bertha, the Authorized End User who submitted it, or the individual who is the subject of the inquiry or referral. Obtaining consent from the appropriate individual(s) for any other use of referrals or inquiries is Your responsibility. You agree that between Your CBO and Aunt Bertha, Your CBO is solely liable for its use of any referrals or inquiries sent to it, whether or not such use is not explicitly authorized by these Terms. Aunt Bertha reserves the right, but does not have any obligation, to terminate these Terms according to the terms of Section, if we discover that Your CBO is misusing referrals or inquiries from other Authorized End Users.

By claiming Your CBO, you will be granted access to make modifications or updates to the information on the Site related to Your CBO. Any information about Your CBO that you upload to the Site is Your Content and is subject to all other terms of these Terms related to Your Content.

In certain circumstances, you may be granted the functionality to reply directly to a referral or inquiry made by an Authorized End User that represents a health care or care management organization. If you make use of this functionality, you agree to grant the Authorized End User, and the organization that the Authorized End User represents, if any, a non-exclusive, perpetual, irrevocable, and royalty-free license to use your reply for the purposes of maintaining or updating medical or other records held by that Authorized End User, and for any other purpose related to the care of or providing services to the individual who is the subject of the referral or inquiry. This license will survive the termination of these Terms for any reason.

Aunt Bertha is aware that some CBOs provide services to individuals where the records related to those services are subject to the privacy requirements established in 42 CFR Part 2 - Confidentiality of Substance Use Disorder Patient Records. If Your CBO provides such services, You agree that Your CBO is solely liable for maintaining compliance with 42 CFR Part 2, including but not limited to collecting proper written or electronic consent from any individual where such consent is necessary to further disclose that individual's information for any purpose. While we may provide You with communication tools related to the services that Your CBO provides, it is Your CBO's responsibility to ensure that those tools, and any other CBO Tools, are used in compliance with all applicable laws and regulations, including 42 CFR Part 2.

13. PROPRIETARY RIGHTS

"Aunt Bertha" is a trademark that belongs to Us. Other trademarks, names and logos on the Site are the property of their respective owners. Unless otherwise specified in these Terms, all Materials, including the arrangement of them on the Site are the sole property of Aunt Bertha, a Public Benefit Corporation. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

All right, title and interest in the Site, Services and any other Materials furnished or made available hereunder, including without limitation all data generated from Your use of the Materials, Site, and Services, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by You regarding the Materials, Site, and Services, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Aunt Bertha or Aunt Bertha's licensors and providers, as applicable. You hereby do and will irrevocably assign to Aunt Bertha all evaluations, ideas, feedback and suggestions made by You whether by transmitted to Aunt Bertha by phone, email, or otherwise regarding the Site, Materials, and Services (collectively, "**Feedback**") and all intellectual property rights in the Feedback.



14. INTELLECTUAL PROPERTY INFRINGEMENT

We respect the intellectual property rights of others and encourage You to do the same. Accordingly, We have a policy of removing content that violates intellectual property rights of others, suspending access to the Site (or any portion thereof) to any user who uses the Site in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the Account of any user who uses the Site in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, We have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If You believe Your copyright or other intellectual property right is being infringed by a user of the Site, please provide written notice to Our Agent for notice of claims of infringement:

DLA Piper
401 Congress Avenue #2500
Austin, TX 78701

Notices. To be sure the matter is handled immediately, Your written notice must: (a) Contain Your physical or electronic signature; (b) Identify the copyrighted work or other intellectual property alleged to have been infringed; (c) Identify the allegedly infringing material in a sufficiently precise manner to allow Us to locate that material; (d) Contain adequate information by which We can contact You (including postal address, telephone number, and e-mail address); (e) Contain a statement that You have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law; (f) Contain a statement that the information in the written notice is accurate; and (g) Contain statement, under penalty of perjury, that You are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

Submitting a DMCA Counter-Notification. We will notify You that We have removed or disabled access to copyright-protected material that You provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, You may provide Our Agent with a written counter-notification that includes the following information: 1. Your physical or electronic signature; 2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled; 3. A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and 4. Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which We may be located, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers. We reserve the right, in Our sole discretion, to terminate the Account or access of any user of the Site or Service who is the subject of repeated DMCA or other infringement notifications.

15. INDEMNITY

You agree to hire attorneys to defend Us against any claims by third parties related to or in connection with: (i) Your negligence or willful misconduct; (ii) Your or Your Authorized End Users' violation of these Terms; (iii) Your and Your Authorized End Users' use of the Site or Services; or (iv) any products or services offered or otherwise provided by You; or (v) any violation of applicable local, state, or federal laws or regulations by You and Your Authorized End Users. You also agree to pay any damages that We may end up having to pay as a result of Your violation. You alone are responsible for any violation of these Terms by You or Your Authorized End Users. We



reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with Our defense of such claim.

16. DISCLAIMER OF WARRANTIES

THE SITE, THE SERVICES, AND MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE IS WITH YOU. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SITE, SERVICES, AND MATERIALS WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE SITE, SERVICES, AND MATERIALS ARE FREE OF PROBLEMS. Without limiting the generality of the foregoing, We make no warranty that the Site or Services will meet Your requirements or that the Site or Services will be uninterrupted, timely, secure, or error free or that defects in the Site will be corrected. We make no warranty as to the results that may be obtained from the use of the Site or Services or as to the accuracy or reliability of any information obtained through the Site or Services. No advice or information, whether oral or written, obtained by You through the Site or from Us or Our (or Our subsidiaries, licensors, agents, or affiliated companies) shall create any warranty. We disclaim all equitable indemnities.

17. LIMITATION OF LIABILITY

IN NO EVENT WILL AUNT BERTHA (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF AUNT BERTHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

THE CUMULATIVE LIABILITY OF AUNT BERTHA (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF \$500. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

18. LOCAL LAWS; EXPORT CONTROL

We control and operate the Site from Our headquarters in the United States of America and the entirety of the Site may not be appropriate or available for use in other locations. If You use the Site outside the United States of America, You are solely responsible for following applicable local laws.

19. GENERAL

We think direct communication resolves most issues - if We feel that You are not complying with these Terms, We will tell You. We will even provide You with recommended necessary corrective action(s) because We value this relationship. However, certain violations of these Terms, as determined by Us, may require immediate termination of Your access to the Site without prior notice to You.

Texas state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Any disputes relating to these Terms or the Site will be heard in the courts located in Travis County, Texas. If any of these Terms are deemed inconsistent with applicable law, then



such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, We are not waiving Our rights. These Terms are the entire agreement between You and Us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between Everyone about the Site. The proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

20. CONTACT US

If You have any questions about these Terms or otherwise need to contact Us for any reason, You can reach Us at support@findhelp.com.

SMS TERMS AND CONDITIONS FAQs

Why did I receive a text message?

We send a text message each time you:

- Connect to a program and then tell us to contact you by text message
- Schedule an appointment at a program by text message
- Send a program by text message

Text messages can also be sent by someone working on your behalf. When someone is working on your behalf, they must confirm with you before sending a text message.

How many text messages will I receive?

We will send one message per action, appointment, or program. You can opt in to get additional messages with more details if you like. We will also send one additional welcome message when we sent your first text. This is to give you more information about our text messages, such as how to opt out.

If you have scheduled an appointment with a program through Aunt Bertha, we will also send one additional text message to remind you 24 hours before your appointment. If you tell us you prefer to communicate with a program by text message, we will let them know, but communication between you and the program (by text or otherwise) is outside of our control.

What if I update my phone number?

We need to know if your number changes so we don't send your personal information to the wrong person. Currently, we ask for your phone number each time you opt in to a text message to make sure we're always using the most up-to-date number. Please let us know right away if you update your phone number by sending an email to support@findhelp.com.

Don't want messages?

Reply STOP to stop messages. You can also reply INFO for more information about our messages, and UNSTOP if you have stopped messages and want to start them up again.

Is there any cost?

No, we do not charge for any of our text messages. However, your cell phone provider may charge you normal message and data rates, according to your cell phone plan.

How do I log in by phone?



We're working on log-in by phone. Check back at <https://www.findhelp.com/legal/terms> periodically for updates on this ability.

More info

Visit our [privacy policy](#) to learn more.