

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 01/20/26
 Resolution

 Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): An ordinance approving a master services agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, and Care.com, Inc., to provide a digital resource for Eligible Individuals to connect with a network of individual and corporate care providers and access online content.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- Bonds
- Budget - Pay Plan
- Budget - 4%
- Capital Improvements
- Capital Outlay Notes
- Code Amendment
- Condemnation

- Contract Approval
- Donation
- Easement Abandonment
- Easement Accept/Acquisition
- Grant
- Grant Application
- Improvement Acc.

- Intergovernmental Agreement
- Lease
- Maps
- Master List A&E
- Settlement of Claims/Lawsuits
- Street/Highway Improvements
- Other: _____

FINANCE Amount +/-: \$ _____**Match: \$ _____**

Funding Source: Capital Improvement Budget
 Capital Outlay Notes
 Departmental/Agency Budget
 Funds to Metro
 General Obligation Bonds
 Grant
 Increased Revenue Sources

Judgments and Losses
 Local Government Investment Project
 Revenue Bonds
 Self-Insured Liability
 Solid Waste Reserve
 Unappropriated Fund Balance
 4% Fund
 Other: _____

Approved by OMB: _____
 Approved by Finance/Accounts: _____
 Approved by Div Grants Coordination: _____

Date to Finance Director's Office: _____
APPROVED BY
FINANCE DIRECTOR'S OFFICE: _____

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

Ordinance No. _____

An ordinance approving a master services agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, and Care.com, Inc., to provide a digital resource for Eligible Individuals to connect with a network of individual and corporate care providers and access online content.

WHEREAS, Care.com, Inc. enables families to find ongoing, occasional and backup care providers based on detailed profiles and available reviews and ratings; and,

WHEREAS, Care.com, Inc. services offered by care provides via Care Membership include child, senior, and pet care, tutoring, and housekeeping, among other things; and,

WHEREAS, this agreement will benefit employees of the Metropolitan Nashville Police Department by giving access to these services; and,

WHEREAS, payment for this agreement shall be funded by the Nashville Police and Public Safety Alliance, and a separate resolution shall come before this Council to approve such in-kind grant; and

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that this agreement be approved.

NOW, THEREFORE BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master services agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, and Care.com, Inc., to provide a digital resource for Eligible Individuals to connect with a network of individual and corporate care providers and access online content, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this ordinance shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
02377A2A6742409
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND
LEGALITY:

Lexie Ward
6A5DC7C9494243F...
Assistant Metropolitan Attorney

Members of Council

Care for Business Master Services Agreement

This Care.com for Business Master Services Agreement (the "MSA"), effective as of the Effective Date, as defined below, is made by and between Care.com, Inc., a Delaware corporation with a principal place of business at 2801 N. Central Expressway., Suite 1150, Dallas, TX 75204 ("Care.com") and Metropolitan Nashville Police Department, with a principal place of business at 600 Murfreesboro Pk., P.O. Box 196399 Nashville, TN 37219 ("Customer"). Care.com and Customer shall collectively be known as the "Parties" and each individually as a "Party".

1. DEFINITIONS.

Capitalized terms used in this Agreement shall have the meanings set forth below.

"Agreement" means collectively, this MSA, including any exhibits or attachments hereto, an Order Form and any amendments or addenda to this MSA or Order Form.

"Affiliate" means any entity, directly or indirectly, controlling, controlled by, or under common control with a Party, so that it can direct or cause the direction of, the management and policies of such entity, whether through ownership of voting securities or equity interests, through common directors, trustees or officers, by contract, or otherwise.

"Effective Date" means either March 1, 2026, or the date this Agreement is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs.

"Eligible Individual" means an individual whose employment or other relationship with Customer as agreed upon with Care.com is the basis for the individual's eligibility to access the Services.

"Fees" means the Program Fee plus any Fees for Additional Services Outside the Program Fee (as defined and set forth in the Order Form).

"Order Form" means an order form, renewal order form, and any amendment thereto executed by the parties that references and incorporates these terms and that sets forth, among other things, the specific Services to be provided and Fees to be paid.

"Participant" means an Eligible Individual who has registered for the Services and any individual whose relationship to an Eligible Individual is the basis for such individual's eligibility to access or receive certain of the Services as set forth herein.

"Participant Chosen Providers" means individuals or businesses with whom Participants independently interact and/or that are engaged by Participants in the course of, or introduced through the use of, the Services. Participant Chosen Providers are independent third parties who are not Affiliates, employees, agents or Subcontractors of Care.com or its Affiliates.

"Program Fee" means the program fee for Services as set forth and more fully described in the Order Form.

"Services" means the services as specifically set forth and described on an Order Form.

"Subcontractors" means entities with whom Care.com or its Affiliates have contracted to perform, on its behalf, some or all of the Services that Care.com is to provide under this Agreement.

2. SERVICES. In consideration of Customer's payment of Fees as defined herein, Care.com and/or its Affiliates shall provide to Customer and Participants, as applicable, the Services more fully described in an Order Form executed by the Parties. The initial Order Form is attached hereto as Exhibit A.

3. FEES, INVOICING AND TAXES.

a. Fees. Customer agrees to pay Care.com the Fees set forth on the applicable Order Form.

- b. Invoicing. Care.com will invoice Customer the Program Fee on or around the Term Start Date set forth on an Order Form ("Term Start Date") and, unless otherwise stated on an Order Form, annually thereafter on approximately the anniversary of the Term Start Date. Any Additional Fees not included in the Program Fee will be invoiced monthly. Unless otherwise set forth on the Order Form, Customer shall have thirty (30) days to make payment on all invoices. At its discretion, Care.com may add a late-payment charge to overdue accounts, calculated as one percent (1%) per month or, if less, the maximum amount permitted by Tennessee law. If Customer requires a purchase order or for Care.com to utilize a portal or other electronic payment application prior to remitting payment to Care.com, Customer shall provide Care.com with the purchase order number, and/or information necessary to access the portal or other electronic payment application, within ten (10) business days following execution of this Agreement. For the avoidance of doubt, Customer acknowledges and agrees that a delay in providing a purchase order number or information concerning the billing portal accessibility may result in a delay in access to the Services with no penalty to Care.com.
- c. Taxes. If required by Tennessee law, Customer will be responsible for and agrees to pay all sales, use, value-added, excise and other similar transaction taxes, if any, relating to the Services. Relevant invoices shall separately state any applicable tax amounts in effect at the time of invoicing. However, because Customer is a tax-exempt entity, it shall provide tax exemption certificates to the Care.com accounts receivable department via email at accountsreceivable@care.com.

4. TERM; TERMINATION.

- a. Term. This MSA will commence on the Effective Date and will continue until six (6) months after all Order Forms referencing this Agreement have expired or been terminated as permitted herein. Order Forms will commence on the Term Start Date and continue through the Renewal Date specified therein (each an "Initial Term"). Unless otherwise expressly stated therein, and as agreed to by the Parties after annual reviews, Order Forms will renew by agreement of the parties for successive twelve (12) month periods (each a "Renewal Term") unless one Party notifies the other in writing of its decision not to renew at least forty-five (45) days prior to the expiration of the then current Order Form Term. The Initial Term and each Renewal Term are collectively referred to as the "Term."
- b. Termination. Either Party may terminate this Agreement immediately (i) if the other Party is in breach of any material warranty, term, or condition of the MSA or such Order Form and (if capable of being remedied) has failed to remedy such breach within thirty (30) days following receipt of written notice thereof; and (ii) subject to applicable federal law, if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- c. Interference with Business Purpose. Care.com reserves the right to discontinue the provision of one or more of the Services provided under this Agreement upon written notice in the event a change in Applicable Law has occurred that precludes or materially interferes with Care.com's continued ability to perform one or more of the Services in compliance with Applicable Law.
- d. Effect of Termination. Except as may be otherwise specified in an Order Form (or annex thereto), upon expiration or earlier termination of this Agreement, Eligible Individuals will no longer have access to the Services, the licenses granted hereunder shall terminate and Customer shall pay all amounts due and payable up through the date of expiration or earlier termination.

5. CONFIDENTIALITY.

Both Parties agree that pursuant to this Agreement, each Party shall be provided with or given access to information, verbally, in writing or other tangible form that is proprietary and confidential to the other Party ("Confidential Information"). Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect

electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which Customer marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information. To the extent permitted or required by Tennessee law, Customer agrees to maintain the confidentiality of Care.com's proprietary or confidential information including but not limited to software, documentation, technical data, and pricing and shall not disclose such information to any third party without Care.com's prior consent in writing.

Each Party (as the "Receiving Party") agrees (a) to only use the Confidential Information of the other (the "Disclosing Party") in connection with the performance of its obligations hereunder; (b) not to disclose the Disclosing Party's Confidential Information except to those of its employees, contractors, Subcontractors and Affiliates who need to know such information and subject to written confidentiality obligations at least as protective as the obligations herein, and (c) to use not less than reasonable care in protecting the Disclosing Party's Confidential Information from disclosure. Notwithstanding anything to the contrary contained herein, the Receiving Party may disclose the Disclosing Party's Confidential Information as may be required by Tennessee law. The Disclosing Party agrees that the Receiving Party shall have no confidentiality obligation with respect to any information which the Receiving Party can establish: (i) was or becomes publicly known through no wrongful act of the Receiving Party or a third party; (ii) was rightfully obtained by the Receiving Party from a third party; or (iii) was independently developed by the Receiving Party without the use of any Confidential Information. Confidential Information shall be returned to the Disclosing Party or destroyed upon request, provided however that the Receiving Party shall be entitled to retain any Confidential Information: (y) to comply with any Tennessee law applicable to the Receiving Party; or (z) that has become embedded in its electronic or offsite files as part of its electronic database back-up and archiving procedures so long as such information is not accessed by Receiving Party for any other purpose and remains subject to the confidentiality obligations stated herein. The terms of this Section 5 shall survive the expiration or termination of this Agreement.

Nothing in this section shall prohibit Metro from disclosing information that is classified as a public record under the Tennessee Public Records Act. The provisions of this section are not intended to cover any information which is classified as a public record under the Tennessee Public Records Act.

6. DATA PRIVACY AND INFORMATION SECURITY.

- a. Information Security Policy and Security Awareness. Care.com will maintain (and require its Subcontractors to maintain) appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Personal Data consistent with applicable law. Those safeguards will include, but will not be limited to, reasonable measures designed to prevent unauthorized access to or disclosure of Customer Personal Data. Care.com shall ensure that its staff receives appropriate security awareness training upon hire and at least annually thereafter.
- b. Customer Personal Data. Customer may provide directly to Care.com certain personal data that can be used to identify or contact an individual ("Customer Personal Data"). Care.com shall use any such Customer Personal Data only to the extent reasonably necessary to perform the Services.
- c. Participant Personal Data. In the course of utilizing the Services, Participants may voluntarily provide Care.com with certain personal data that can be used to identify or contact an individual ("Participant Personal Data"). Care.com is the controller of Participant Personal Data. Participant Personal Data is not Customer Personal Data. The collection, storage, use and disclosure of Participant Personal Data by Care.com is governed by the applicable Privacy Policy found on Care.com or its relevant Affiliates' website.

- d. Security Incident. Care.com shall implement and maintain a documented incident response plan designed to promptly investigate and mitigate any unauthorized access, breach, loss, alteration or processing of Customer Personal Data (“Security Incident”). In the event of a Security Incident, Care.com shall notify Customer without undue delay but in no event more than seventy-two (72) hours after becoming aware of such Security Incident. Following the occurrence of a Security Incident and upon Customer request, Care.com shall provide Customer with executive summaries of any related investigations, findings, and mitigation efforts.
- e. SOC 2 Compliance. Care.com shall maintain SOC 2 Type 2 compliance with an audit conducted at least annually by a qualified third-party auditor. Upon Customer request, Care.com shall provide a copy of its then-current SOC 2 Type 2 Report.

7. OWNERSHIP; LICENSES; TRADEMARKS; PROPRIETARY RIGHTS.

- a. Ownership of Care.com Materials. Customer acknowledges and agrees that all right, title and interest, including worldwide ownership of all Proprietary Rights (as defined below), in and to any Care.com Confidential Information, and other Care.com materials, including but not limited to Care.com software, look and feel, content, work flows and business processes, Services and any other material owned by Care.com or its Affiliates or provided by Care.com or its Affiliates to Customer and/or Participants, including any derivatives, modifications, upgrade or enhancements thereto (the “Care.com Materials”) are and shall at all times remain the property of Care.com and/or its Affiliates. Customer shall not and shall not permit any third party to copy, translate, modify, enhance, adapt, decompile, disassemble or reverse engineer the Care.com Materials either during the Term or after the termination of this Agreement. The Care.com Materials are supplied for the sole use of Customer and its Participants in accordance with the terms set forth herein. Nothing contained herein shall be construed as providing Customer with any exclusive use of or rights to the Care.com Materials. Customer shall have no rights or interests in or to the Care.com Materials other than the rights granted herein. For purposes of this Agreement, Proprietary Rights shall mean any and all intellectual property rights and associated goodwill.
- b. Ownership of Customer Materials. Care.com acknowledges and agrees that all right, title and interest, including worldwide ownership of Proprietary Rights, in any Customer Confidential Information and other Customer materials provided to Care.com hereunder, if any, (the “Customer Materials”) are and shall at all times remain the property of Customer. Care.com shall have no rights or interests in or to the Customer Materials, other than the rights granted herein.
- c. Care.com Trademark Licenses. During the Term, Care.com hereby grants, and Customer hereby accepts, the non-exclusive, non-transferable license to use Care.com’s trademarks (the “Care.com Trademarks”) solely in connection with promotion of the Services, provided however that Customer will obtain Care.com’s prior written permission before each use, provided further that initial approval of a form of usage shall constitute approval for all uses of such form. Any rights not granted herein are reserved to Care.com.
- d. Intellectual Property Warranties. Each Party represents and warrants to the other that: (a) it has the legal authority to create the licenses or grant the rights set forth in this Agreement; and (b) neither the information or materials provided hereunder, nor the Trademarks licensed hereunder, shall knowingly infringe any US patent, copyright, trademark or trade secret of any third party, nor has any such claim of such infringement been threatened or asserted, and no such claim is pending. In the case of any claim of infringement, the Party claimed to be infringing shall have the right at its sole option and expense to: (i) modify the infringing material to be non-infringing; (ii) obtain a license to continue using the infringing material, or (iii) replace the affected infringing material with a non-infringing functional equivalent. EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 9 OF THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY TENNESSEE LAW, THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF CARE.COM WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

Each Party represents and warrants to the other that: (a) such Party has all necessary right, power and authority to enter into this Agreement and to perform its obligations; and (b) nothing contained in this Agreement or required by such Party's performance hereunder will place such Party in breach of any other agreement. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND TO THE EXTENT PERMITTED BY TENNESSEE LAW, NEITHER CARE.COM NOR ITS AFFILIATES MAKES, AND EACH SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. INDEMNIFICATION; INDEMNIFICATION PROCEDURES.

Care.com (an "Indemnifying Party") will defend, at its expense, Customer (an "Indemnified Party") from and against any third-party claim arising from or relating to: (a) any breach of any representations or warranties made by the Indemnifying Party in this Agreement, (b) any willful misconduct or gross negligence of the Indemnifying Party, or (c) any violation by the Indemnifying Party of any applicable law, rule or regulation or any third-party intellectual property rights. With respect to such third-party claim, the Indemnifying Party shall indemnify and hold harmless the Indemnified Party against any damages, expenses, and costs (including without limitation third-party attorneys' fees) awarded by a court of competent jurisdiction or that are paid by the Indemnifying Party to the third party as part of a settlement. The Indemnifying Party shall have the right to control the defense and settlement of such third-party claim, provided, however, that the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. The Indemnified Party shall give the Indemnifying Party prompt notice of any third-party claim, provided, however, that such notice shall not be a condition to the Indemnifying Party's indemnification obligations hereunder unless the Indemnifying Party has been materially and adversely affected by the failure or delay in providing such notice. The Indemnified Party shall at all times have the right to consult with its own counsel at its own expense. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of such claim. Customer will not indemnify, defend, or hold harmless in any fashion Care.com from any claims arising from any failure, regardless of any language in any attachment or other document that Care.com may provide.

10. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE TENNESSEE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY LOSS OF REVENUE OR PROFITS WHATSOEVER ARISING OUT OF OR RELATING TO THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ALLOWED BY APPLICABLE TENNESSEE LAW, NEITHER PARTY'S MAXIMUM CUMULATIVE LIABILITY IN CONNECTION WITH THE SERVICES AND, TO THE EXTENT PERMITTED BY TENNESSEE LAW, THE EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO CARE.COM FOR THE SERVICES IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD. FURTHER, TO THE EXTENT PERMITTED BY TENNESSEE LAW, CARE.COM SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF PARTICIPANT CHOSEN PROVIDERS. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL BE LIMITED TO THE EXTENT PERMITTED BY TENNESSEE LAW.

11. INSURANCE.

During the Term, Care.com shall maintain at its sole cost and expense the following insurance coverages and minimum limits: (a) Workers Compensation insurance as required by applicable law; (b) Commercial General Liability insurance with a combined bodily injury and property damage limit of \$5,000,000 for each occurrence / \$5,000,000 annual aggregate; (c) Automobile Liability insurance with a combined single limit for bodily injury and property damage of at least \$1,000,000; (d) Professional Liability or Errors and Omissions insurance

of \$5,000,000 for each occurrence; (e) Umbrella Liability insurance of \$5,000,000 for each occurrence; and (f) Cyber Liability insurance, including coverage for network security and privacy breach, in an amount not less than \$5,000,000 per claim. Care.com shall notify Customer promptly if insurance coverage is cancelled without replacement. Care.com shall provide Customer with proof of insurance upon request.

12. GENERAL.

- a. **Relationship of the Parties.** The relationship of Customer and Care.com established pursuant to this Agreement is that of independent contractors, and no joint venture, partnership, agency, franchise, or employment relationship will be deemed to exist between them. There are no third-party beneficiaries to this Agreement.
- b. **Notices.** Any notice required or permitted to be given hereunder will be effective upon receipt and shall be given in writing and delivered via email with a confirmation of receipt to the Parties at their respective notice addresses on the signature page or at such other address designated by written notice.
- c. **Injunctive Relief.** Each Party recognizes that its breach of Section 5 or 7 hereof may give rise to irreparable injury to the non-breaching Party and acknowledges that, to the extent permitted by Tennessee law, remedies other than injunctive relief may not be adequate. Accordingly, in the event of a breach of threatened breach of Section 5 or 7, and to the extent permitted by Tennessee law, in addition to other remedies, the non-breaching Party has the right to seek equitable and injunctive relief to prevent the breach or suspected breach of any of its rights under Section 5 or 7.
- d. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the Agreement between the Parties and supersedes any and all prior express or implied agreements or understandings between the Parties concerning the subject matter hereof. In the event that any of the provisions or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, Customer and Care.com shall negotiate equitable adjustment of the provisions of this Agreement with a view toward affecting the purposes of this Agreement. The validity and enforceability of the remaining provisions or portions of this Agreement shall not be affected.
- e. **Amendments and Waivers.** No amendment, waiver, or other alteration of this Agreement may be made except by mutual agreement in writing. In the event of a conflict between these Terms and terms set forth on any applicable Order Form, the terms of the Order Form shall prevail but only to the extent of such conflict. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
- f. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other, except that either Party may assign or transfer this Agreement to an Affiliate or to a surviving entity in connection with any merger, sale, acquisition, or consolidation.
- g. **Execution; Counterparts.** This Agreement may be executed in duplicate counterparts, which shall constitute one instrument and each of which shall be deemed to be an original. For purposes hereof, an electronic PDF copy of this Agreement shall be deemed an original.
- h. **Governing Law.** This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Tennessee, without regard to the conflict of law principles thereof. Any claims or legal actions by one Party against the other shall be commenced and maintained exclusively in any state or federal court located in Davidson County, Tennessee, and each hereby submits to the jurisdiction and venue of any such court and agrees not to bring any claim or legal action in any other jurisdiction or venue.
- i. **Survival.** Except as otherwise set forth in this MSA or an Order Form (including any Annex thereto), Sections 5 through 10 and to the extent applicable, this Section 12 and any accrued payment obligations will survive expiration or termination of this Agreement.

j. **Force Majeure.** Neither Party will be liable for any failure or delay in its performance, in full or in part, under this Agreement due to any cause beyond its reasonable control, including but not limited to acts or threats of war, acts of God, earthquake, flood, fire, tornado, other natural disasters, embargo, riot, civil disorder, sabotage, governmental action or advisory, strikes, labor disputes or work stoppages, terrorist acts or threats of terrorism, acts of foreign enemies, pandemics or epidemics, health advisories from the World Health Organization or Center for Disease Control and Prevention, or failure of third party power or telecommunications networks, provided that the delayed party: (a) gives the other Party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute a counterpart of this Agreement effective as of the Effective Date set forth above.

CARE.COM, INC.

Signed by:


Cindi Moreland

1FEA0B4464B040D

Signature of Authorized Representative

Cindi Moreland

Name

General Counsel

Title

12/16/2025

Date

816 Congress Ave, Ste 800
Austin, TX 78701
Attn: Legal Notices / Care For Business
legalnotice@care.com

Metropolitan Nashville Police Department


John Drake 12-16-25

Signature of Authorized Representative


John Drake

Name


Police Chief

Title

12/16/25

Date

Customer notice address (if different from above):

**THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY**

Signed by:


Jennifer Reed/mjw

62377AZA0742469

Director of Finance

DS

AP

OMB


Balogun Cobb

688045F12ED741C

Director of Insurance


Lexie Ward

6A5DC7C9494243F

Metropolitan Attorney

Metropolitan Clerk



Care.com for Business Order Form

This Order Form (the “Order Form”) sets forth the details of the Services to be provided by Care.com, Inc. to Customer. This Order Form is governed by the Care.com Master Services Agreement between the Parties effective as of March 1, 2026 (the “MSA”). Collectively, the Order Form, the MSA, including any exhibits, annexes, schedules or other attachments, shall constitute the Agreement (the “Agreement”).

1. Customer Information

Customer Name	Metropolitan Nashville Police Department	Customer Billing Information:	(complete fields below)
Customer Address	2934 Sidco Dr., Suite 110 Nashville, TN 37204	Billing Name	Nashville Police and Public Safety Alliance
Primary Contact	Halim Genus	Billing Address (If Different)	2934 Sidco Dr., Suite 110 Nashville, TN 37204
Primary Contact Email	halim.genus@thenashvillealliance.org	Billing Email	halim.genus@thenashvillealliance.org

2. Key Contract Terms

Term Start Date	March 1, 2026	Payment Terms	Net 30
Term End Date	February 28, 2027	Program Fee Billing	Annual
		PO Required	No

3. Services Included in the Program.

The following Services, as described more fully in the attachments to this Order Form, will be available to Eligible Individuals during Term. Unless otherwise specified, all Services will be available in the United States only.

Care Membership
LifeMart Discounts™

4. Eligibility Details.

- a. Administration: Eligibility File (U.S. only)
- b. Total Number of Eligible Individuals: 2,169, located in the United States

5. Fees.

- a. Program Fee.

- i. Customer will pay Care.com the following Program Fee in connection with the Services: \$11,176
- ii. The Program Fee is based upon the total number of individuals eligible for the Program and expected mix and utilization of the Services, not the number of Eligible Individuals that actually utilize the Services. If Customer's Eligible Individuals exceed one hundred five percent (105%) of the number specified above at any time during any Term or if utilization mix materially changes, the Program Fee may be adjusted as mutually agreed by the Parties. The Program Fee is exclusive of any Fees for Additional Services Outside the Program Fee as set forth below.
- b. **Fees for Renewal Terms.** Fees for each Renewal Term shall be increased by five percent (5%) over the Fees for the immediately preceding Term.

6. Engagement and Reporting.

- a. **Engagement.** Standard engagement support includes:
 - i. Online co-branded portal with Customer's name and logo;
 - ii. Educational collateral describing the Services and copy/assets to be used in Customer's communications to Eligible Individuals about the Services; and
 - iii. Email outreach to Eligible Individuals.

Additional engagement support via targeted online campaigns, on-site events, or other engagement activities of similar scope, may be provided in Care.com's discretion to educate Eligible Individuals about the Services and increase use of the Services. Additional fees may apply for non-standard marketing support, customization of collateral, and on-site events.
- b. **Reporting.** Care.com will provide reporting to assess Eligible Individuals' engagement with, and usage of, the Services. Standard reporting is monthly or quarterly, as appropriate for the Services, and can be accessed by Customer via online dashboard by Customer's program administrators.

7. Additional Terms (If Applicable):

[Signature Block to Follow]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute a counterpart of this Agreement effective as of the date of the last signature below.

CARE.COM, INC.

Cindi Moreland

1PEA0B4464B049D
Signature of Authorized Representative

Cindi Moreland

Name

General Counsel

Title

12/16/2025

Date

816 Congress Ave, Ste 800
Austin, TX 78701
Attn: Legal Notices / Care For Business
legalnotice@care.com

Metropolitan Nashville Police Department

J. D. Drake

Signature of Authorized Representative

John Drake

Name

Police Chief

Title

12/16/25

Date

Customer notice address (if different from above):

Service Descriptions

**Not all Services may be available in all areas.*

- 1. Care Membership.** Membership to www.care.com provides a digital resource that allows Eligible Individuals to connect with a network of individual and corporate care providers and access online content, including articles, guides, and FAQs on caregiving and family-relevant topics. It enables families to find ongoing, occasional and backup care providers based on detailed profiles and available reviews and ratings. The services offered by care providers via Care Membership include child, senior, and pet care, tutoring, and housekeeping, among other things. Individuals and businesses advertising their services via Care Membership are Participant Chosen Providers.

Eligible Individuals enrolled as members can self-direct searches for local caregivers, post jobs to find caregivers, and review care provider profiles. Users can also send and receive messages to care providers through the messaging platform. While the Care Membership features care providers nationally, the number of care providers in any given locale may vary.

Additional details about the Care Membership are found in the Care.com Terms of Use and Privacy Policy, each as may be amended from time to time, located at www.care.com/terms-of-use-p1012.html and www.care.com/privacy-policy-p1013.html, respectively, to which all members are subject. To the extent that access to memberships to Care.com international platforms are made available to Eligible Individuals outside of the United States, those members shall be subject to the respective terms of use and privacy policy of the applicable Care.com Affiliate website that they join.

- 2. Child and Adult Backup Care.** Child and Adult Backup Care are available for times when regular care arrangements for dependent children and adults cannot cover the work time of the Eligible Individual. As such, these services are not to be used for ongoing child care needs.
 - a. In-Home Backup Child Care.** In-Home Backup Child Care includes services provided by a child care provider in the Eligible Individual's home. In-Home Backup Child Care may include various responsibilities requested by the Eligible Individual, including feeding, diapering and clothing, help with homework, playtime (e.g., reading, arts and crafts, etc.) and preparing children for bedtime.
 - b. In-Center Backup Child Care.** In-Center Backup Child Care includes the placement of a child or children, generally ages 6 weeks to 12 years, in a child care setting other than the Eligible Individual's home and includes the performance of age-appropriate child care duties including feeding, diapering and clothing, playtime (e.g., reading, arts and crafts, etc.) and supervised indoor and outdoor physical activities. Placement is made on a space available basis, and age acceptance varies by location. In-Center Backup Child Care can include center based care, or small family owned day care facilities.
 - c. In-Home Backup Adult Care.** In-Home Backup Adult Care includes services provided by an adult care provider in the Eligible Individual's home or the home of an adult dependent. In-Home Backup Adult Care services are non-medical and may include companionship, preparing meals, light housekeeping, prompting for medication, socialization, accompanying a patient to a doctor's appointment, and assistance with the activities of daily living. Eligible Individuals can use In-Home Backup Adult Care for themselves, their parents, grandparents, in-laws, spouse/partner, adult children, or any adult dependent needing temporary care. Additional terms and conditions applicable to this service are set forth on the Backup Care Services Addendum.
 - d. Personal Network Backup Care.** Personal Network Backup Care allows Eligible Individuals to identify and use backup care providers sourced on their own, which could include a familiar individual, business, or service, when regular care arrangements cannot cover the work time of the Eligible Individual. Personal Network Backup Care providers are Participant Chosen Providers. Unless otherwise noted on the Order Form, Eligible Individuals will be permitted to utilize Personal Network Backup Care all of the time. The reimbursement process for Eligible Individuals using Personal Network Backup Care is administered by

Care.com or its Affiliates in accordance with its and its Affiliates' then current program guidelines. The Eligible Individual must submit a claim during the Term and within one month of using Personal Network Backup Care. The Eligible Individual's co-pay amounts will be deducted from the total claim for reimbursement reported by the Eligible Individual, and provides a reimbursement of up to \$125/day in the United States and currency equivalent of same in other applicable international locations. Additional terms and conditions applicable to this Service are set forth on the Backup Care Services Addendum.

- e. Pet Backup Care. Pet Backup Care (facilitated via Personal Network) allows Eligible Individuals to identify and use pet care providers sourced on their own, typically a familiar business/service or individual, when regular pet care arrangements cannot cover the work time of the Eligible Individual.

The reimbursement process for Eligible Individuals using Pet Backup Care is administered by Care.com in accordance with its then current program guidelines. The Eligible Individual must submit a claim during the Term and within one month of using Pet Backup Care. Care.com deducts the Eligible Individual's co-pay amount(s) from the total claim for reimbursement reported by the Eligible Individual, and provides a reimbursement of up to \$75/day in the United States and the currency equivalent in other applicable international locations, which will be reviewed by Care.com or its Affiliates periodically. Additional terms and conditions applicable to this Service are set forth on the Backup Care Services Addendum.

- f. Camp Backup Care. Camp Backup Care is an additional mechanism to utilize Backup Care Service Days and provides Eligible Individuals access to pre-selected camps, as available, for dependent children up to 16 years of age. Camp Backup Care may be used to cover times when regular care arrangements cannot cover the work time of the Eligible Individual. Camp Backup Care is booked through the portal, and placement is made on a space-available basis. Age acceptance and eligibility requirements vary by location. Eligible Individuals are responsible for reviewing and selecting a Camp Backup Care provider suitable for their dependent child's needs. Additional terms and conditions applicable to this Service are set forth on the Backup Care Services Exhibit.
3. **Backup Care Exchange.** Backup Care Exchange allows Eligible Individuals to exchange Backup Care Service Days for certain other third-party goods, services, discounts, credits, or promotions that Care.com from time to time may make available (each a "Backup Care Exchange Benefit"). Backup Care Exchange Benefits may be subject to additional terms, conditions, or rules relating to their redemption or utilization. Any service providers who an Eligible Individual may choose to engage in connection with the use of Backup Care Exchange Benefits is a Participant Chosen Provider. The conversion rate for each Backup Care Exchange Benefit service is reviewed and calculated by Care.com on a quarterly basis, however Care.com reserves the right to modify these rates at any time. The current conversion rates will be accessible to Eligible Individuals through the Customer portal or other method as identified by Care.com. Utilization of Backup Care Service Days is measured at the time of conversion.
4. **LifeMart Discounts™.** Care.com will provide Eligible Individuals located in the United States with access to offers, information, discounts, savings and/or cash back offers on goods and services from various national and local vendors ("Discount Vendors") via LifeMart Discounts™. Discount Vendors are Participant Chosen Providers. Additional terms and conditions applicable to this Service are set forth on the LifeMart Discounts Addendum.
5. **Care Specialists.** Care Specialists™ services, provided both telephonically and via Care.com's and its Affiliates' websites (the "Websites"), allow Eligible Individuals located in the United States to obtain 24/7/365 consultation (phone and/or email), research, education materials (as available and appropriate), and referral services in connection with the following service areas: childcare and parenting (which includes pregnancy, adoption and special needs); senior care, pets, home services, education (including college-level), emotional health and wellness, legal and financial, career and life events. Providers and services accessed through Care Specialists are Participant Chosen Providers. Eligible Individuals are responsible for vetting, scheduling, and directly paying for the services of Participant Chosen Providers. Additional terms and conditions applicable to this Service are set forth on the Care Specialists Addendum.

- a. **Breastfeeding Support.** Care.com shall provide Eligible Individuals who are pregnant and/or lactating mothers counseling, information, education and referral services regarding breastfeeding. In addition, Care.com shall provide to Eligible Individuals who reside in the United States and who travel for work, a MilkShip Kit and education and information regarding breast milk shipping, so that the Eligible Individual can ship pumped breast milk from United States travel destinations to any location in the United States as requested by the Eligible Individual. Breastfeeding Support may only be elected if Customer has purchased the Care Specialists Service. Additional terms and conditions applicable to this Service are set forth on the Breastfeeding Support Addendum.
6. **On-Demand Tutoring.** On-Demand Tutoring connects Participants located in the United States, through the Website, to subject experts for one-to-one online tutoring help. Unless otherwise set forth on an Order Form, Customer shall have access to an unlimited number of On-Demand Tutoring hours and each Participant shall have access to no more than five (5) On-Demand Tutoring hours per month. Additional terms and conditions applicable to this Service are set forth on the On-Demand Tutoring Addendum.
7. **Care for College.** Care for College Services connects Participants located in the United States, through the website, to college admissions resources and professionals, which includes one-to-one online college admissions assistance. Up to _____ minutes of Care for College one-to-one advising minutes per year are included in the Program Fee ("Care for College Minutes") in addition to unlimited access to informational resources, admissions and organizational tools, webinars, financial aid materials and blogs. Care for College Services are more fully described in the Care for College Services Exhibit.
8. **Care Spending Account.** A Care Spending Account allows Customer to support Eligible Individuals with the cost of care through making a monthly or lump-sum contribution to regular care expenses. Customer may choose the type(s) of care that will be eligible for reimbursement under the Care Spending Account Program. Types of care available for reimbursement include but are not limited to childcare, senior care, pet care, and self-care. Eligible Individuals will be able to claim reimbursements for eligible expenses from their Care Spending Accounts. Additional details and terms and conditions regarding the Care Spending Account are set forth in the Care Spending Account Addendum, which will be drafted in partnership with the Customer.
9. **Events.** Customer may purchase events ("Events") on a fee for service basis at the pricing set forth on the Order Form. Events may be used for one-hour Introductory Seminars, On-Site Educational Seminars, Health Fairs, Life Webinars and/or other visibility events. Care.com shall receive a minimum of 30 days' notice prior to a scheduled Event. If Care.com receives less than 30 days' notice, Care.com will try to meet the request of Customer, but Care.com cannot guarantee that the request can be met. If Customer cancels an Event, it must notify Care.com a minimum of 5 business days prior to the scheduled Event. If Customer fails to notify Care.com of a cancellation at least 5 business days prior to the scheduled Event, Customer shall be responsible for 50% of the applicable fee payable within 30 days of the cancellation date. Printable handouts shall be available at no additional charge for Live Webinars. Care.com will provide electronic copies of handouts for On-Site Educational Seminars at no charge. Events may not be recorded by Customer unless Care.com has provided prior written consent, in which case a licensing agreement may be required and an additional fee may apply. Customer must use Care.com's web conferencing platform for any and all Live Webinars.

Backup Care Services Addendum

1. **Backup Care Services; Providers of In-Home and In-Center.** Subject to the Customer Annual Allotment (as defined herein), the payment of applicable Co-pays (as defined herein) and the availability of days in the Eligible Individual Annual Allotment, or Additional Backup Care Service Days (as defined herein), Care.com will make available the forms of Backup Care for Eligible Individuals identified on the Order Form during the Term (collectively, "Backup Care Services"). Backup Care is available In-Home for child and adult care, In-Center for childcare, for Pet Backup Care or via Personal Network (if applicable), as made available to Eligible Individuals by Customer and as elected by the Eligible Individual. Care.com will use diligent and commercially reasonable efforts to provide the Backup Care Services requested by Eligible Individuals. Customer also understands and acknowledges that services may not be available at the times and dates requested due to reasons outside of Care.com's control, including but not limited to the amount of advance notice provided by the Eligible Individual, requests for care on holidays, requests for care of sick children, and weather-related, etc. Backup Care Services provided outside of the United States are set forth in the International Services Exhibit, if applicable.
2. **Camp Backup Care.** Eligible Individuals are solely responsible for reviewing and selecting Camp Backup Care providers which are appropriate for their dependent child, including camp size, location, duration, activities, food protocols, and medical/social/behavioral needs. Care.com does not recommend or endorse the suitability of any Camp Backup Care provider for any individual child. Camp Backup Care is booked as available and camps are subject to change. Transportation to and from Camp Backup Care is not included unless specified. Activities offered by individual Camp Backup Care providers may not be appropriate for all children and are subject to change, addition or exclusion without notice. Additional fees for transportation costs, extended hours, late fees and/or additional activities may apply and are the Eligible Individual's responsibility. Camps may be subject to additional terms and conditions set forth by the Camp Backup Care provider. Camp Backup Care has a minimum reservation of one (1) day and co-pays and cancellation fees apply.

Camp Backup Care providers are independent third-party entities and are not employees, affiliates, subsidiaries, agents or Subcontractors of Care.com. While Camp Backup Care providers have passed a detailed screening process, Care.com makes no representations or warranties about any Camp Backup Care provider. Neither Care.com nor Customer have any obligation for the selection of or monitoring of the performance of any Camp Backup Care provider. The decision to use any Camp Backup Care provider must be made by the Eligible Individual themselves and they assume full responsibility and risk of loss resulting from use of Camp Backup Care."

3. **Calculating Days of Backup Care Services.** In-Home Backup Care Services have a minimum reservation of four (4) hours per day and a maximum of ten (10) hours per day. Requests for more than ten (10) hours of In-Home Backup Care Services will count as a second day of care. In-Center Backup Child Care Services have a minimum reservation of one (1) day. For each day of In-Home or In-Center Backup Care Services used by an Eligible Individual during the Term, one day shall be deducted from each of the Eligible Individual Annual Allotment and the Customer Annual Allotment, and for each day of Personal Network Backup Care or Pet Backup Care (via Personal Network) used during the Term, one day shall be deducted from the Eligible Individual Annual Allotment and one-half day shall be deducted from the Customer Annual Allotment.
4. **Co-pays.** Co-pay amounts may vary in the event of non-standard requests for Backup Care Services (e.g. newborns, children with special needs, or more than three (3) children, holidays, weekends or other special circumstances or if late charges or additional care fees are assessed for In-Center Backup Care, etc.). In each such case, where the co-pay amounts vary, it shall be discussed in advance with the Eligible Individual. When transportation is a part of the In- home Backup Adult Care services, mileage fees, parking and tolls are not included in the co-pay amount and will be charged to the Eligible Individual when services are billed.
5. **Cancellation Policy.**
 - a. **Child and Adult Backup Care.** A \$30 cancellation fee (or its currency equivalent, as applicable) will be assessed to the Eligible Individual if a Backup Care request is cancelled within forty-eight (48) hours of the

backup care reservation start time and a backup care provider already had been reserved to fulfill the backup care request. Additionally, if the cancellation occurs within twenty-four (24) hours of the backup care reservation start time, one (1) day also will be deducted from Customer Service Day Allotment (or Additional Allotment, as applicable) and from the Eligible Individual Annual Allotment.

- b. **Camp Backup Care.** If a confirmed Camp Backup Care reservation is cancelled within seven (7) days of the Camp Backup Care reservation start date, one (1) Child Backup Care Service Day will be charged to Customer and deducted from the Eligible Individual's maximum number of Backup Care Service Days. For multi-day bookings, one (1) Child Backup Care Service Day will be charged to Customer and deducted from the Eligible Individual's maximum number of Backup Care Service Days for each booked day which falls within the seven (7) day cancellation period. A request to change the dates of Camp Backup Care will be treated as a cancellation of the first scheduled day of care.”

6. Provider Screening (US).

- a. All individuals performing In-Home Backup Care for children must complete a backup care services orientation and screening process that includes a Criminal background check, National Sex Offender Public Website check, and Social Security Number trace.
- b. All individuals performing In-Home Backup Care for adults, which may include certified nurse's aides, home health aides, or experienced elder care companions, must complete a screening process that includes a Criminal background check in accordance with state guidelines.
- c. Providers of Out-of-Home Backup Child Care, including traditional child care centers or family child care centers (FCCs), are licensed or registered in accordance with applicable law and their respective employees and staff are selected by such providers and also screened in accordance with applicable law, which includes, at a minimum, National Sex Offender Registry check, Central Abuse and Neglect Registry check, and Confirmed Eligibility to work in the U.S.

7. Backup Care Provider Screening (International). Subcontracted Providers of In-Home and Out-of-Home Backup Care Services outside of the United States are screened in accordance with applicable law and local regulation for the location and type of service to be performed.

8. Personal Network and Pet Backup Care; Participant Chosen Providers (US and International). Eligible Individuals are solely responsible for selecting, vetting, engaging, scheduling, making payment to and otherwise interacting with providers for Personal Network Backup Care and Pet Backup Care Services and any other Participant Chosen Provider.

LifeMart Discounts Addendum

Care.com will provide Eligible Individuals with access to information, discounts, savings and/or cash back offers on goods and services from various national and local vendors ("Discount Vendors") via LifeMart Discounts. The LifeMart Discounts website is available 24/7, normal maintenance and other scheduled downtime expected. Except as set forth in Paragraph 1 below, there shall be no Customization (as such term is defined below) of LifeMart Discounts or the Mirror Site (as such term is defined below) whatsoever, unless the Parties specifically agree in writing, including the fee to be paid Care.com in connection with such Customization.

- 1. Content and Offerings on LifeMart Discounts.** Care.com will create, host, maintain and administer one (1) co-branded LifeMart Discounts mirror website for Customer (the "Mirror Site"). There shall be no Customization of the Mirror Site whatsoever except that Care.com will add Customer's logo/brand to the Mirror Site. Except for Customer Specific Discounts, Care.com shall be solely responsible for, and will control the content, offerings, "look and feel" and style of the Mirror Site. Except for Customer Specific Discounts, Care.com shall be responsible for negotiating and arranging all offerings by Discount Vendors. Discount Vendors and their offerings are subject to change or withdrawal by Care.com at any time and for any reason. For purposes of this Agreement, any changes, modification, alterations to the Mirror Site whatsoever, including but not limited to addition of Customer Specific Discounts ("Additions"), or the suppression of discounts, which for purposes of this Agreement may only be done at implementation and quarterly thereafter, ("Suppressions"), shall be deemed a "Customization." The Customer may purchase blocks of ten (10) Additions/Suppressions at Care.com's then current annual rate ("Addition/Suppression Fee"). Care.com shall have no obligation to post or source any discounts not currently available on LifeMart Discounts. Any requests for the inclusion of, or sourcing of, Discount Vendors not then currently available on LifeMart Discounts will be deemed a Customization and will be subject to the payment of a mutually agreeable fee.
- 2. Access to LifeMart Discounts.** Customer may access the Mirror Site via the entry points mutually agreed to by the parties. Eligible Individuals who access the Mirror Site may invite Family Members to use the Mirror Site. Relevant website terms and conditions and privacy policy shall be conditions for the use of LifeMart Discounts. Participants shall receive marketing materials regarding LifeMart Discounts and Discount Vendor offers and may opt out of receiving such marketing materials via the LifeMart Discounts site. Once a Participant registers with LifeMart Discounts, the Participant shall be deemed a LifeMart Discounts member, even after termination of this Agreement.
- 3. Promotional Activities.** The Customer will permit Care.com to promote LifeMart Discounts and the discounts available on LifeMart Discounts to Eligible Individuals. To the extent that Customer develops any materials regarding the promotion of LifeMart Discounts or that include information about Care.com and/or LifeMart Discounts, such materials shall be subject to the prior approval of Care.com. To the extent that Customer desires to perform enhanced marketing activities, Customer may purchase those services for an additional fee.
- 4. Customer Specific Discounts.** The Customer may request that Care.com post discounts identified by Customer and specific to Customer on the Mirror Site ("Customer Specific Discounts"). Posting of any Customer Specific Discounts will be deemed a Customization and subject to the then current Additions/Suppressions Fee. To the extent that Customer maintains the contractual agreement with Customer Specific Discount Vendor, Customer shall be responsible for all content and information related to any such Customer Specific Discounts and shall ensure that any such content and information provided to Care.com for inclusion on LifeMart Discounts is current and accurate and will promptly advise Care.com of any termination of the contractual agreement between the Discount Vendor providing Customer Specific Discount and Customer or any other change in the relationship with such Customer Specific Discount Vendor that might impact Care.com or the LifeMart Discounts website or content thereof or links therein. Customer shall also be responsible to ensure that the agreements between a Customer Specific Discount Vendor and Customer grant to Care.com the right to use, market, post and/or display, in all communication medium, the logo of, other information about, and hyperlink to, such Discount Vendor in connection with LifeMart Discounts. To the extent that Care.com already maintains a relationship with a proposed Customer Specific Discount Vendor, or the proposed Customer Specific Discount Vendor does not meet Care.com's Discount Vendor quality criteria, Care.com may refuse to add such Customer Specific Vendor.

5. **Discount Vendor's Goods and Services.** All goods and services provided through LifeMart Discounts are provided by the Discount Vendors and under no circumstances is Care.com liable or responsible for the price, quality, delivery or any other matter related to any such goods or services. Care.com is not intending to, and shall not be deemed to, directly or indirectly, approve, endorse or recommend any particular Discount Vendor or any of their products or services that are available through LifeMart Discounts. An evaluation of the appropriateness and cost of any such product or service must be made by the Participant themselves. All complaints or issues regarding any goods or services (including shipping issues) should be directed by the Participant to the Discount Vendor. All fees and costs associated with the goods and services purchased through LifeMart Discounts are the responsibility of the purchaser. Discount Vendors' coupons or offerings may be time sensitive and all coupons offered are void after the expiration date and/or if altered.

DISCLAIMER AS TO LIFEMART DISCOUNTS. DISCOUNT VENDORS ARE PARTICIPANT CHOSEN PROVIDERS AND ARE INDEPENDENT THIRD-PARTY ENTITIES AND NOT CARE.COM'S SUBCONTRACTORS, INDEPENDENT CONTRACTORS, AFFILIATES NOR ARE THEY OTHERWISE RELATED TO CARE.COM IN ANY WAY. NOTHING HEREIN SHALL BE DEEMED TO BE AN APPROVAL, ENDORSEMENT OR RECOMMENDATION OF ANY PARTICULAR DISCOUNT VENDOR SERVICE OR PRODUCT AVAILABLE THROUGH LIFEMART DISCOUNTS. APPROPRIATENESS OF ANY DISCOUNT VENDOR PRODUCT OR SERVICE MUST BE MADE BY THE PARTICIPANTS THEMSELVES.

Care Specialists Addendum

Care.com shall provide Eligible Individuals access to the Care Specialists service, as more fully described below.

- 1. Telephonic Care Specialists Services.** Telephonic Care Specialists services shall be provided and/or made available by Care.com to Eligible Individuals 24 hours per day, 7 days per week, 365 days per year, scheduled maintenance excepted.
 - a. Care Specialists Service.** The term "Care Specialists Service" refers to consultation (phone and email), research, education materials (as available and appropriate), and referral services in connection with the service areas elected by the Customer as set forth on the Order Form. If Care Specialists Services include legal and financial topical areas, such services are more fully described on Attachment 1 to Care Specialists Service Exhibit (Basic Legal/Financial Services).
 - b. Access to Services.** Care.com shall maintain a dedicated, toll-free access line (the "Access Line") available 24 hours per day, 7 days per week, 365 days per year to receive calls for the Care Specialists Service. The Care Specialists Service may also be accessed via the Website. Eligible Individuals' use of the Care Specialists Service is subject to the relevant terms of service/use and privacy policy which will be located on the applicable Website.
 - c. Consultation, Education and Referral Services.** Once a call is received on the Access Line, or a request for Services is received through the Website, Care.com shall assess the Eligible Individual's work/life needs, advise on options concerning their situations, as available and appropriate, and educate on selection and evaluation criteria. As requested by Eligible Individuals, Care.com may (i) send Eligible Individuals a packet of educational materials tailored to the Participant's needs; and/or (ii) identify Participant Chosen Providers (as defined below) ("Case Fulfillment"). Each completed Case will include a letter that includes a disclaimer to the effect that the Eligible Individual is responsible for deciding on the appropriateness of any Participant Chosen Providers accessed or engaged by an Eligible Individual.
 - d. Participant Chosen Providers.** Care.com shall maintain a database of providers containing information necessary to direct Eligible Individuals to such providers as options appropriate to consider for their stated needs ("Participant Chosen Providers"). Prior to identifying a Participant Chosen Provider, Care.com will verify the accuracy of the applicable data in the database regarding the Participant Chosen Provider, and where applicable to the service, check on vacancies for an Eligible Individual. Prior to identifying a Participant Chosen Provider, Care.com shall also verify that the Participant Chosen Provider is licensed, certified, and/or registered, to the extent such licensing, certification or registration is required by applicable law. **PARTICIPANT CHOSEN PROVIDERS ARE INDEPENDENT THIRD-PARTY ENTITIES AND ARE NOT EMPLOYEES, AFFILIATES, SUBSIDIARIES, AGENTS OR SUBCONTRACTORS OF CARE.COM. NEITHER CARE.COM NOR CUSTOMER SHALL HAVE ANY OBLIGATION FOR THE SELECTION OF OR MONITORING OF THE PERFORMANCE OF ANY PARTICIPANT CHOSEN PROVIDER. THE DECISION TO USE ANY PARTICIPANT CHOSEN PROVIDERS MUST BE MADE BY THE PARTICIPANTS THEMSELVES AND PARTICIPANTS ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM USE OF A PARTICIPANT CHOSEN PROVIDER.**
- 2. Web Care Specialists Services.** A Website shall be made available by Care.com to Eligible Individuals 24 hours per day, 7 days per week, 365 days per year, scheduled maintenance time excepted, and the Website will contain information, educational resources (calculators, podcasts, monthly live talks, articles, etc.), live and on-demand webinars, and the ability to search and locate Participant Chosen Providers throughout the United States. Eligible Individuals can also initiate a Case via the Website.
 - a. Telephonic Technical Support.** Care.com shall provide 24 hours per day, 7 days per week remote, telephonic technical support in connection with Eligible Individuals' access to the Website.

- b. Website License Grant. Care.com hereby grants to Customer a non-exclusive, non-sublicensable (except the limited right to provide access to the Website to Eligible Individuals), and non-transferable license to operate the object code form of the Website solely in connection with the delivery of Care Specialists Services to Eligible Individuals. All rights not granted herein are reserved to Care.com.

Attachment 1
Care Specialists Basic Legal/Financial Addendum

Care.com shall provide Eligible Individuals with access to information concerning both attorneys and financial counselors (collectively "Professionals"). Eligible Individuals may obtain such information for Professionals either telephonically or through online, self-service searches. Professionals in Care.com's network only (i.e., those specifically identified by Care.com through a telephonic or online case) provide the following services ("Network Professionals"). These services do not apply to professionals outside the network (i.e., those sourced by the Eligible Individual through self-searches, etc.).

A. Basic Legal:

Basic Legal service includes:

- $\frac{1}{2}$ hour initial consultations with selected Plan Attorney on up to 3 new legal topics each plan year in any of the following areas:
 - general law (certain topic areas are excluded, including employment law, etc.)
 - mediation services
 - special needs, including emergency matters
- Discount of 25% off the hourly rate charged by the Plan Attorney
- Services available during regular business hours (9 am to 5 pm Mon-Fri, federally recognized holidays excepted), unless otherwise agreed by the individual Plan Attorney
- All consultations can be for legal matters related to Participants.

B. Basic Financial:

Basic Financial service includes:

- $\frac{1}{2}$ hour initial consultation with the selected Plan Financial Counselor on up to 3 new financial counseling topics each plan year
- New financial counseling topics for basic services are limited to credit repair, debt management and debt consolidation and budgeting.

DISCLAIMER AS TO BASIC LEGAL/FINANCIAL SERVICES: PROFESSIONALS ARE INDEPENDENT BUSINESS ENTITIES AND ARE NOT ASSOCIATED WITH CARE.COM. NOTHING HEREIN SHALL BE DEEMED TO BE AN APPROVAL, ENDORSEMENT OR RECOMMENDATION OF ANY PARTICULAR PROFESSIONAL. APPROPRIATENESS AND QUALIFICATIONS OF ANY PROFESSIONAL MUST BE MADE BY THE PARTICIPANT THEMSELVES. CARE.COM MAKES NO REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER STATUTORY OR COMMON-LAW WARRANTY REGARDING ANY PROFESSIONAL OR THEIR SERVICES.

Breastfeeding Support Addendum

Care.com shall provide to pregnant and lactating mothers counseling, information, education and referral services regarding breastfeeding as more fully set forth below or as otherwise set forth on the applicable Client Specific Exhibit. Lactation Support Services may be accessed by the Eligible Individual 24 hours per day, 7 days per week using the Access Line or Care.com.

1. Lactation Support Services. Lactation Support Services include:

- Round the clock (24/7) telephonic support from Care.com's on-staff board certified lactation consultants
- Pre-screened nationwide referrals to board certified lactation consultants
- Access to the professional grade breast pumps and products
- Comprehensive management reporting on program usage
- Quality assurance monitoring
- Access to online information and educational content regarding breastfeeding and lactation
- A breastfeeding starter kit

2. Breast Pump Products. Subject to and through contractual arrangement(s) with breast pump manufacturer(s), Participants may purchase breast pumps (hereinafter "Breast Pump" or "Pump"), at the prices then currently available to Care.com, plus shipping and handling at the then current market rate.

DISCLAIMERS OF WARRANTIES REGARDING BREAST PUMPS. CARE.COM DOES NOT GUARANTEE THAT PRODUCTS WILL BE AVAILABLE. CARE.COM MAKES NO REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER STATUTORY OR COMMON-LAW WARRANTY REGARDING THE BREAST PUMPS. CARE.COM CANNOT OFFER ANY ADVICE, RECOMMENDATIONS, INSTRUCTIONS OR REPAIR SERVICES FOR BREAST PUMPS OR OTHER RELATED PRODUCTS BUT WILL PROVIDE EACH PURCHASER OF A BREAST PUMP OR OTHER RELATED PRODUCTS THE MANUFACTURER'S TOLL-FREE NUMBER FOR PRODUCT QUESTIONS UPON REQUEST.

3. MilkShip Services. Care.com shall provide to Eligible Individuals who travel for work, a MilkShip Kit and education and information regarding breast milk shipping, so that pumped breast milk can be shipped from their United States travel destination to any other destination in the United States as requested (the "MilkShip Services"). Eligible Individuals traveling internationally will be shipped an international MilkShip (as described below) to their United States location prior to travel, which may be carried back to the United States by the Eligible Individual (as described below).

- a. **Access to Services.** The MilkShip Services may be accessed 24 hours per day, 7 days per week, 365 days per year by contacting Care.com either telephonically through a dedicated 800 number or via the website.
- b. **Description of the MilkShip Services.** Upon receiving a request for MilkShip Services either telephonically to the work/life toll-free number or the work/life website, a Care Specialist will:
 - Provide a brief overview of the program offering and describe the process;
 - Collect the location and the United States shipping address where the MilkShip Kits are to be received by the Eligible Individual either prior to travel or directly at the Eligible Individual's hotel or travel destination;
 - Collect the delivery address of where the MilkShip Kit should be shipped;
 - Discuss the duration and timing of trip, and provide guidance for number of kits;
 - Explain travel guidelines should the kit be carried (or must be carried in connection with international travel) to the desired destination.

c. MilkShip Kits. Care.com shall facilitate shipment of MilkShip Kit(s) to Eligible Individuals anywhere within the United States either prior to travel or directly to the Eligible Individual's United States hotel or travel destination. Eligible Individuals who are required to travel for work and are currently breast feeding shall be eligible for MilkShip services for business related travel. Once the Eligible Individual has pumped their milk, the MilkShip Kit may be shipped to the desired destination or travel with the Eligible Individual.* Each MilkShip Kit shall contain the following: **

- Shipping Cooler Pack with on-demand evaporative cooling technology
- 6 nursing bags for storing milk
- 1 marker for labeling bags
- An overnight shipping label for overnight shipping home
- Packing stickers
- MilkShip Kit introduction materials, printed instructions and FAQs
- Carrying case for mothers who prefer to carry milk on plane with them along with printed TSA regulations for security checkpoint, if needed.

*Milk may not be shipped internationally.

**In the event of international travel, the MilkShip Kit will be modified to include a 36-hour shipping cooler pack and nine (9) freezable cold bricks. Modified instructions for packing and carrying milk in connection with international travel will also be provided to the Eligible Individual.

MilkShip Kit contents may be modified at any time, provided such modifications do not substantially impair the utility of the kit's intended purpose.

DISCLAIMERS OF WARRANTIES REGARDING MILKSHIP SERVICE. CARE.COM DOES NOT GUARANTEE THAT PRODUCTS WILL BE AVAILABLE. EXCEPT AS EXPRESSLY CONTAINED HEREIN OR IN THE AGREEMENT, CARE.COM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND ALL REPRESENTATIONS AND WARRANTIES ARE DISCLAIMED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER STATUTORY OR COMMON-LAW WARRANTY REGARDING THE MILKSHIP KIT CONTENTS. ELIGIBLE INDIVIDUALS ASSUME ALL RISK WITH RESPECT TO ACTIVITIES RELATED TO THE COLLECTION, CARRYING AND SHIPPING OF BREAST MILK, INCLUDING BUT NOT LIMITED TO ITS PROPER REFRIGERATION BEFORE PACKING AND FOLLOWING ALL PACKING INSTRUCTIONS.

On-Demand Tutoring Addendum

Care.com shall provide to eligible Participants access to the On-Demand Tutoring Services, as more fully described below. The On-Demand Tutoring Services connect eligible Participants, through the internet, to subject experts for one-to-one tutoring help.

1. **Services.** The On-Demand Tutoring Services include the following, and are subject to change from time to time in Care.com's discretion:
 - a. Private one-on-one online tutoring sessions to provide support on homework questions, review of subject material and practice sessions. These sessions normally last approximately 20 minutes each, although there is no pre-defined time limitation of any session. Students may ask questions regarding:
 - Homework: students can ask specific homework questions or attach an assignment for review
 - Test Prep: tutors can help students review for exams or standardized tests (SAT/ACT)
 - Research/Writing: English tutors can edit papers, brainstorm a topic and much more
 - Review: students may ask tutors to review their work and check for accuracy
 - b. On-Demand Tutoring Services are real-time (audio recording and audio text transcribed) and are provided by using computer or mobile device text-chat and/or voice features. The following are also available to enhance the student experience:
 - Interactive whiteboards
 - File/Application sharing
 - Two-way text editor
 - Drop off WriteTutor review
 - Practice Quizzes and Drills
 - Post session transcription with links to whiteboards, etc.
 - View study resources, which includes videos, practice worksheets, test prep tools, informational websites, exemplary tutoring sessions and more.
 - c. English speaking tutors provide tutoring in all K-12 academic subjects ("K-12 Subjects") and certain college level courses ("College Courses") and shall be available 24 hours per day, 7 days per week, except for the days listed below.
 - d. Bilingual (Spanish) tutors provide tutoring in K-12 mathematics, science, and social studies subjects and shall be available at least from 2pm – 1am EST, 7 days per week.
 - e. On-Demand Tutoring Services are not available on Christmas, Thanksgiving, New Years and July 4th.
2. **Eligibility.** The On-Demand Tutoring Services shall be accessible by Eligible Individuals and available to Participants who are students in K-12th grades, and students who require assistance with college level courses. On-Demand Tutoring Services are also available for Eligible Individuals pursuing their own ongoing education through college course support.
3. **Subject Lists.** The following are the subject categories that are currently available, which may be added or deleted without notice from time to time: math, language arts, history and sciences, world language, science, computer science for grades K-12; and math, history and social sciences, world languages, writing, literature and reading, nursing and healthcare administration, science, computer science, and business for college-level courses. A list of individual subjects for grades K-12 and college-level courses may be obtained upon request.

DISCLAIMER AS TO ON-DEMAND TUTORING: TUTORS AND THE ENTITY THROUGH WHICH THEY ARE ENGAGED TO PERFORM SERVICES ARE PARTICIPANT CHOSEN PROVIDERS. NOTHING HEREIN SHALL BE DEEMED TO BE AN APPROVAL, ENDORSEMENT OR RECOMMENDATION OF ANY PARTICULAR TUTOR OR THE ENTITY THROUGH WHICH THEY ARE ENGAGED TO PERFORM SERVICES.

Care for College Services Exhibit

Care.com will provide eligible Participants with access to Care for College Services, as more fully described below. Care for College Services are offered through an independent third-party provider and connects eligible Participants with college admissions professionals ("College Advisors") for individualized one-to-one assistance navigating aspects of the college admissions process. Participants are paired with a College Advisor for the duration of the admissions process. College Advisor Services are charged per minute and may include:

- Building a college list
- Assistance with college essay creation, writing and review
- College affordability and financial review guidance
- Application strategy and timeline development
- Common Application help
- Waitlist and deferral assistance
- Athletic recruiting help
- Admissions for students with learning differences
- College major and career path guidance
- Medical school pathway consultation
- Finding volunteer opportunities
- Extracurricular activity development

Care for College tools and informational resources are accessible 24 hours per day, 7 days per week, 365 days per year, scheduled maintenance excepted. College Advisor sessions may be scheduled through the site.

DISCLAIMER AS TO CARE FOR COLLEGE SERVICES: COLLEGE ADVISORS AND THE ENTITY THROUGH WHICH THEY ARE EMPLOYED ARE PARTICIPANT CHOSEN PROVIDERS. NOTHING HEREIN SHALL BE DEEMED TO BE AN APPROVAL, ENDORSEMENT OR RECOMMENDATION OF ANY PARTICULAR COLLEGE ADVISOR OR THE ENTITY THROUGH WHICH THEY ARE ENGAGED TO PERFORM SERVICES. APPROPRIATENESS AND QUALIFICATIONS OF ANY COLLEGE ADVISOR MUST BE MADE BY THE PARTICIPANT THEMSELVES. CARE.COM MAKES NO REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER STATUTORY OR COMMON-LAW WARRANTY REGARDING ANY COLLEGE ADVISOR OR THE ENTITY THROUGH WHICH THEY ARE EMPLOYED.