



Jeenie[®] and North Carolina Association of Free & Charitable Clinics Partnership Agreement

This agreement (hereinafter referred to as "AGREEMENT") is entered into as of the 26th day of June, 2024 ("Effective Date"), by and between **Jeenie[®]** (hereinafter referred to as "PROVIDER") and North Carolina Association of Free & Charitable Clinics (hereinafter referred to as "PARTNER") and the Members (hereinafter referred to as "MEMBERS").

1. **STRUCTURE.**

This AGREEMENT sets forth the terms and conditions of the parties' collaboration to leverage the **Jeenie[®]** platform as a vetted and trusted language service PROVIDER for PARTNER, as a way to enhance PARTNER's offering to its MEMBERS to facilitate better communication with the individuals that they treat and serve.

Pursuant to the provisions of this AGREEMENT, PARTNER will actively promote PROVIDER's interpreting services, made available via the platform as part of PARTNER's larger suite of services and benefits, to PARTNER's current and future MEMBERS for the express purpose of providing interpreting support to facilitate communication between the MEMBERS and the people they treat, in accordance with the terms and conditions in this Agreement.

2. **BUSINESS MODEL.**

This AGREEMENT between Jeenie and PARTNER consists of a volume discount model based on the number of MEMBERS contracted with PROVIDER. All MEMBERS that are referred to and contract with Jeenie will be included in the terms of this discount model.

The following sections enumerates the specific obligations by both the PARTNER and Jeenie in this revenue share agreement.

3. **PARTNER OBLIGATIONS.**

- A. Incorporate the availability of language interpretation in its materials and meetings, on its website, brochures and presentations, etc. to make current and future MEMBERS aware of PROVIDER's interpreting services.
- B. Allow for a representative of PROVIDER to join a call, meeting, or webinar where all MEMBERS would be made aware of Jeenie's services and allowed to ask questions about this partnership.
- C. Design and send out a dedicated email to current MEMBERS to alert them to the availability of interpreting services.
- D. Get approval from PROVIDER for any PARTNER marketing materials containing Jeenie content, offering descriptions, pricing and plan information, etc. prior to distribution.
- E. Get written, advanced approval to use PROVIDER's logos or branding in any context.
- F. Any MEMBER to sign up in the first 90 days will receive a \$50 credit added to their Jeenie account.



4. **Jeenie OBLIGATIONS**

- A. PROVIDER will ensure that all MEMBERS receive pricing, services, and support in accordance with this agreement.
- B. Every MEMBER that signs a user agreement, after the first designated MEMBER, in the first 90 days, will receive a \$50 credit.
- C. PARTNER will receive a report with generalized consolidation of the interpreting usage in the preceding month.
- D. PARTNER will receive quarterly summary reports of total MEMBERS signed up actively using Jeenie and total amount of minutes used by all MEMBERS.

5. **CONTRACTING RELATIONSHIPS**

PROVIDER shall enter into User Agreements with MEMBERS directly relating to the sale of the platform and delivery of services and shall enforce the provisions of such User Agreements. PROVIDER shall update in its system of record, the referral source as the PARTNER for reporting purposes. PROVIDER shall invoice MEMBERS directly for subscription and usage fees.

6. **PUBLIC RELATIONS.**

The parties may decide to collaborate on one or more public announcements of their partnership, the content of which will be approved by both Parties prior to distribution. The Parties may distribute such announcements to their domestic and international networks and database of contacts, as well as through any formal press release distribution channels they may work with. Both the MEMBERS and PROVIDER may also promote their partnership individually to potential or actual CLIENTS.

7. **CONFIDENTIALITY.**

The parties acknowledge that it may become necessary or desirable for either party (as the "DISCLOSING PARTY") to disclose Proprietary Information to the other party ("RECEIVING PARTY"). For purposes of this AGREEMENT, "Proprietary Information" means business or technical information of a party that is marked as "Confidential" or "Proprietary" or which RECEIVING PARTY should reasonably know, given the nature of the information and context of disclosure, is the confidential and/or proprietary information of DISCLOSING PARTY. RECEIVING PARTY agrees that Proprietary Information disclosed to RECEIVING PARTY, or which RECEIVING PARTY acquires in connection with, or as a result of, DISCLOSING PARTY's services hereunder, will not be used by the RECEIVING PARTY for any purpose not expressly permitted by this Agreement, and will disclose the Proprietary Information of the DISCLOSING PARTY only to the employees of the RECEIVING PARTY who have a need to know such Proprietary Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the RECEIVING PARTY's duty hereunder. The RECEIVING PARTY will protect the DISCLOSING PARTY's Proprietary Information from unauthorized use, access, or disclosure with at least the same degree of care and confidentiality as its own confidential information, but in no event less than reasonable care. This obligation of confidentiality will survive the term of this AGREEMENT by three (3) years. Should this AGREEMENT expire or be terminated, canceled or rescinded, these obligations of confidentiality will remain in effect for the full term as defined in this AGREEMENT.

The RECEIVING PARTY's obligations under this Section 7 shall not apply to any portion of the DISCLOSING PARTY's Proprietary Information if the RECEIVING PARTY can document that such information: (a) was already lawfully known to the RECEIVING PARTY at the time of disclosure by the DISCLOSING PARTY; (b) is disclosed to the RECEIVING PARTY by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the RECEIVING PARTY has become, generally available to the public; or (d) was independently developed by the



RECEIVING PARTY without access to, or use of, the DISCLOSING PARTY's Proprietary Information. In addition, the RECEIVING PARTY will be allowed to disclose Proprietary Information of the DISCLOSING PARTY to the extent that such disclosure is (x) approved in writing by the DISCLOSING PARTY, (y) necessary for the RECEIVING PARTY to enforce its rights under this Agreement in connection with a legal proceeding; or (z) required by law or by the order of a court of similar judicial or administrative body, provided that the RECEIVING PARTY notifies the DISCLOSING PARTY of such required disclosure promptly and in writing and cooperates with the DISCLOSING PARTY, at the DISCLOSING PARTY's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

8. TERM AND TERMINATION.

This Agreement takes effect on the EFFECTIVE DATE, referenced above. The initial Term of this Agreement is for 18 months. The Agreement will automatically renew for a successive 12-month Term on each anniversary date. Either PROVIDER or PARTNER may cancel this Agreement at any time by providing 90 (ninety) days' notice of cancellation in writing to the other party.

9. WARRANTIES AND DISCLAIMERS; INDEMNIFICATION OBLIGATIONS.

PROVIDER represents and warrants that it shall provide the Services in a professional and workmanlike manner.

The foregoing warranty in section 9 is in lieu of all other warranties, whether express, implied, or statutory, regarding the services or the documentation, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third-party rights. PARTNER acknowledges that it has relied on no warranties other than the express warranties in this agreement and that no other warranties are made by Jeenie.

To the fullest extent permitted by law, PROVIDER agrees to indemnify and hold PARTNER harmless from any and all third-party claims, damage, loss, judgments, or liabilities, including costs and expenses, legal or otherwise, to which they may be subject as a result of any grossly negligent act or omission or willful misconduct of PROVIDER, its agents, employees, contractors, subcontractors or permittees in connection with this AGREEMENT. To the fullest extent permitted by law, PARTNER agrees to indemnify and hold PROVIDER and its agents, officers, employees, contractors and volunteers harmless from any and all third-party claims, damage, loss, judgments, or liabilities, including costs and expenses, legal or otherwise, to which they may be subject as a result of any grossly negligent act or omission or willful misconduct of PARTNER, its agents, employees, contractors, subcontractors or permittees in connection with this AGREEMENT and/or PARTNER's violation of any applicable laws, rules, and regulations in performing its obligations hereunder. The foregoing obligations are conditioned on the indemnified party notifying the indemnifying party promptly in writing of such action, giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and cooperating and, at the indemnifying party's reasonable request and expense, assisting in such defense.

10. LIMITATIONS OF LIABILITY.

Except with respect to liability arising from a party's indemnification obligations, a breach by a party of its confidentiality obligations, or a party's gross negligence or willful misconduct, (a) in no event will either party be liable to the other for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, even if the party from which such damages are sought has been advised of the possibility of such damages; and (b) the cumulative liability of either party to the other party for all claims arising from or relating to this agreement, including, without limitation,



any cause of action sounding in contract, tort, or strict liability, will not exceed the total amount of all fees paid to Jeenie by partner under this agreement during the twelve (12)-month period immediately prior to the event, act or omission giving rise to such liability.

11. GENERAL.

This AGREEMENT may be amended only by written agreement of the parties, and any attempted amendment in violation of this Section 11 shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this AGREEMENT shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this AGREEMENT. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, pandemic, epidemic, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible. PARTNER's relationship to Jeenie is that of an independent contractor, and neither party is an agent or partner of the other. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party. PARTNER shall not assign this Agreement, or any of its rights or obligations, without the prior written consent of Jeenie. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. This AGREEMENT constitutes the entire AGREEMENT between the Parties and supersedes any and all previous written agreements between the Parties. Any disputes pertaining to validity and interpretation of this AGREEMENT will be determined in accordance with the laws of the state of Delaware.



Ryan Leach, Dr. of Strategic Partnerships
Jeenie Inc. d/b/a Jeenie®

April Cook, Executive Director
North Carolina Association of Free & Charitable Clinics

Ryan Leach

Signature

06 / 26 / 2024

Date

April Cook

Signature

06 / 26 / 2024

Date



Exhibit A







Partnership Information

Partner Name	North Carolina Association of Free & Charitable Clinics																												
Primary Contact	April Cook																												
Member Rate Structure	<p>The following per-member rates apply unless otherwise noted under <i>Additional Information</i> below. The Tier levels :</p> <table border="1"> <thead> <tr> <th></th> <th>Spanish</th> <th>Spoken</th> <th>Rare/ Indigenous</th> <th>ASL</th> </tr> </thead> <tbody> <tr> <td>Tier 1</td> <td>\$0.85</td> <td>\$0.98</td> <td>\$2.40</td> <td>\$1.45</td> </tr> <tr> <td>Tier 2</td> <td>\$0.80</td> <td>\$0.93</td> <td>\$2.20</td> <td>\$1.35</td> </tr> <tr> <td>Tier 3</td> <td>\$0.75</td> <td>\$0.88</td> <td>\$2.05</td> <td>\$1.25</td> </tr> <tr> <td>Tier 4</td> <td>\$0.70</td> <td>\$0.83</td> <td>\$2.00</td> <td>\$1.20</td> </tr> </tbody> </table> <p><i>Chargeable on a monthly basis for all minute usage in the preceding month.</i></p>					Spanish	Spoken	Rare/ Indigenous	ASL	Tier 1	\$0.85	\$0.98	\$2.40	\$1.45	Tier 2	\$0.80	\$0.93	\$2.20	\$1.35	Tier 3	\$0.75	\$0.88	\$2.05	\$1.25	Tier 4	\$0.70	\$0.83	\$2.00	\$1.20
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Additional Information	<p>Every member to sign up in the first 90 days will receive \$50 credit</p> <p>Once MEMBERS use \$50 credit, the above rates will apply.</p>																												
Partnership Term	Start Date: 7/1/2024		Renewal Date:12/31/2025																										

After you return this signed agreement, your Client Success Coordinator will provide your Jeenie login credentials. Please DO NOT create your own Jeenie account as this will slow down your onboarding process. If you have an urgent need, please call us at +1(855)Jeenie1.

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