

**AMENDMENT ONE  
TO THE  
AMENDED AND RESTATED MASTER SERVICES AGREEMENT**

This Amendment 1 to Amended and Restated Master Services Agreement (“**Amendment**”) is entered into by and between Castlight Health, Inc. (“**Castlight**”) and Customer on January 19, 2022 (the “**Amendment Effective Date**”) and is governed by the Amended and Restated Master Subscription Agreement entered as of May 4, 2020 (“**MSA**”). Tippecanoe County Government (“**Customer**”) and Castlight Health Inc. (“**Castlight**”), are collectively “**Parties**” and individually a “**Party**.” All capitalized terms not defined herein shall have the meanings as assigned to them in the Agreement.

**WHEREAS**, effective on or around July 23, 2021, the Parties hereto agreed to terminate the MSA and the Business Associate Agreement (the “**BAA**”) entered into by and between the Parties and effective as of July 7, 2014); and

**WHEREAS**, the parties wish to reactivate said agreements as described below;

**WHEREAS**, the parties wish to amend the Agreement to extend the Term for a period of three (3) years as set forth in Services Order Form – Two (attached hereto as “**Exhibit A**”); and

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth the parties agree as follows:

- 1. Reactivation of the MSA.** As of the Amendment Effective Date, the Parties agree to the reactivation of the MSA.
- 2. Services Order Form – Two:** As of the Amendment Effective Date, a new Services Order Form – Two (“**SOF 2**”) attached hereto as Exhibit A shall govern the Services for Customer’s “Initial Term” (as defined in SOF 2).
- 3. Additional Terms**
  - a. Except as amended by this Amendment, all other terms and conditions of the MSA shall remain in full force and effect. In the event of any inconsistency between the terms and conditions of the MSA and this Amendment, the terms of this Amendment will control.

**IN WITNESS WHEREOF**, each of the Parties has caused this Amendment to be executed by its duly authorized representative.

ACCEPTED AND AGREED TO FOR:

**CASTLIGHT HEALTH, INC.**

By: *Will Bondurant*  
Will Bondurant (Jan 19, 2022 10:14 PST)

Its: Chief Financial Officer

Date: Jan 19, 2022

**TIPPECANOE COUNTY GOVERNMENT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**SERVICES ORDER FORM – TWO**

This Services Order Form - Two (“**SOF - Two**”) is entered into by and between Castlight Health, Inc. (“**Castlight**”) and Customer on January 17, 2022 (the “**SOF - Two Effective Date**”) and is governed by that Amended and Restated Master Subscription Agreement (including all amendments, exhibits, the “**MSA**”) and the Castlight Health Terms and Conditions (“**T&Cs**”) which are incorporated by the MSA. Customer and Castlight are collectively “**Parties**” and individually a “**Party**.”

**1. CUSTOMER INFORMATION**

<b>Legal Name</b>	Tippecanoe County Government
<b>Headquarters Mailing Address</b>	ATTN: Shirley Mennen - Human Resources Director 20 N. 3 <sup>rd</sup> Street Lafayette, IN 47901 smennen@tippecanoe.in.gov
<b>Email Address for Invoicing</b>	smennen@tippecanoe.in.gov
<b>Full Name, Title and Email Address for Notices</b>	Shirley Mennen - Human Resources Director smennen@tippecanoe.in.gov
<b>State of Operation</b>	Indiana
<b>MSA Effective Date</b>	May 4, 2020
<b>Name of Customer’s Health Plan (“Plan”)</b>	The Board of Commissioners of Tippecanoe County
<b>Term of Service of SOF - Two</b>	Three (3) Contract Years from the Care Guidance Navigator - Enterprise Production Ready Date
<b>Billing Terms</b>	Annual in advance
<b>Payment Terms</b>	Net 30 days
<b>Name of TPA(s)</b>	Anthem
<b>Name of PBM</b>	IngenioRx
<b>Name of FSA Vendor</b>	Infinisource

**2. DEFINITIONS.** All capitalized terms not otherwise defined in this SOF - Two shall have the meanings assigned to them in the MSA.

- a. “**Annual Recurring Fee**” means the fees invoiceable by Castlight to Customer on an annual basis each Contract Year.
- b. “**Contract Year**” means each twelve (12) month period of the Agreement commencing with the Production Ready Date for Care Guidance Navigator - Enterprise, unless otherwise set forth in the applicable Services Order Form.
- c. “**Eligibility File**” means the file provided by Customer (or Customer’s designated affiliate) to Castlight in accordance with Castlight’s specifications that identifies all Members.
- d. “**PEPM**” means the per Employee per month rate used to calculate the Annual Recurring Fee for the applicable Service.

- e. **“Production Ready Date”** means the day immediately following the day Castlight delivers notice that the implementation of the applicable Castlight Service or Other Services is complete and available to go into production. Customer understands that the Production Ready Date for a functionality is dependent upon Castlight’s prompt receipt of data from Customer and (if applicable) Administrators in a format specified by Castlight, and any customization identified in this SOF- Two.

**3. CASTLIGHT SERVICE – CARE GUIDANCE NAVIGATOR - ENTERPRISE PACKAGE**

- a. **Castlight Service Fees.** Castlight Service fees are invoiceable upon Care Guidance Navigator – Enterprise Production Ready Date as part of the Annual Recurring Fee. Annual Recurring Fees are calculated by multiplying: (1) the applicable PEPM rate; (2) the total number of Employees identified in Section 3.a.; and (3) twelve (12) months.

Castlight Service	PEPM	Employees	Annual Recurring Fee
Care Guidance Navigator – Enterprise Package	\$4.50	629	\$33,966.00
<b>Total Castlight Services Fee</b>			<b>\$33,966.00</b>

- b. **Implementation & Integration Fees.** Implementation and integration fees below are one-time fees invoiceable by Castlight on the SOF - Two Effective Date.

Implementation & Integration Services	Quantity	Per Unit Fee	Total Amount
Care Guidance Navigator - Enterprise Package Implementation	1	\$3,000.00	\$3,000.00
Embedded Registration Integration	N/A	Included	Included
Program Linkout (unlimited)	N/A	Included	Included
<b>Total Implementation &amp; Integrations Fee</b>			<b>\$3,000.00</b>

**2. ADDITIONAL TERMS**

- a. **Initial Term.** The terms and conditions of this SOF – Two for the Services shall be effective on the SOF - Two Effective Date and extend for three (3) Contract Years (**“Initial Term”**) from the Care Guidance Navigator - Enterprise Production Ready Date and for any Renewal Term, as defined below (collectively, **“Term”**), unless otherwise agreed to in writing.
- b. **Renewal Term.** Following the Initial Term, this SOF – Two shall automatically renew for an additional twelve (12) month term (each a **“Renewal Term”**), unless either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the Initial Term or any Renewal Term.
- c. **Adjustments.** At the conclusion of each Contract Year, Castlight may audit the total number of Employees for the Castlight Service by reviewing the Eligibility File run closest in date to the anniversary of the Care Guidance Navigator - Enterprise Production Ready Date for the Contract Year that is ending. If the total number of Employees from such Eligibility File shows an increase or decrease of

at least 10% (ten percent) from the agreed upon number of Employees used to calculate the most recent Annual Recurring Fees, the Annual Recurring Fees shall be adjusted accordingly effective for the next Annual Recurring Fee.

- d. **Corporate Event.** If Customer undergoes a material event (including but not limited to acquisitions, mergers) at any time during the Term (an “**Event**”) and such Event results in an increase or decrease of at least 10% (ten percent) from the total number of Employees used to calculate the most recent Annual Recurring Fees for the Castlight Service, then such Annual Recurring Fees shall be adjusted accordingly effective the first day of the month immediately following the month in which such Employees are either newly eligible to participate in the Castlight Service or cease participating in the Castlight Service.
- e. **Services Description.** The above purchased Castlight Service will include the functionality described in the Services Description located at <http://www.castlighthealth.com/complete-services-description> which is subject to change from time to time at the sole discretion of Castlight; provided that no change in functionality can materially adversely affect the functionality of the Castlight Service that existed as of the Production Ready Date.
- f. **Limited Logo Use.** During the Term, Customer grants Castlight license to use its name and logo solely for purposes of performing the Service.
- g. **Order of Precedence.** Should there be a discrepancy between the terms and conditions of this SOF- Two and the terms and conditions of the MSA, the terms and conditions of this SOF – Two shall prevail.
- h. **Misc.** Any expansion of the scope of this SOF - Two will require a separate Services Order Form mutually agreed to by the parties. Unless explicitly provided for, fees herein are non-cancellable and nonrefundable. All other terms and conditions of the MSA shall remain unchanged and in full force and effect. This SOF - Two and the MSA constitute the complete and entire understanding of the Parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this SOF - Two is entered into and becomes a binding part of the MSA as of the SOF - Two Effective Date.

ACCEPTED AND AGREED TO FOR:

**CASTLIGHT HEALTH, INC.**

By: *Will Bondurant*  
By: Will Bondurant (Jan 19, 2022 10:14 PST)

Its: Chief Financial Officer

Date: Jan 19, 2022

**TIPPECANOE COUNTY  
GOVERNMENT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

# Tippecanoe Amendment One to MSA(executable)(1-19-22)

Final Audit Report

2022-01-19

Created:	2022-01-19
By:	Kelly Min (kmin@castlighthealth.com)
Status:	Signed
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## "Tippecanoe Amendment One to MSA(executable)(1-19-22)" History

-  Document created by Kelly Min (kmin@castlighthealth.com)  
2022-01-19 - 6:12:37 PM GMT- IP address: 74.217.93.158
-  Document emailed to Will Bondurant (wbondurant@castlighthealth.com) for signature  
2022-01-19 - 6:13:31 PM GMT
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-  Document e-signed by Will Bondurant (wbondurant@castlighthealth.com)  
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