



Master Subscription Terms and Conditions Amendment

Notwithstanding anything to the contrary within the Master Subscription Terms and Conditions, Company and Customer agree to the following:

- 1) Section 2 (i) is amended to state: The Term of the Subscription is stated on the Order Form. A copy of these Terms and Conditions may be requested by the Customer at any time, in writing, by emailing subscription@perfectquote.io.
- 2) Section 3(v) is amended to state: Company shall provide Authorized Users with access to the Application and use of Services in accordance with the Subscription Agreement and make available the Services with a minimum of 99.0% uptime during any calendar month. Notwithstanding the foregoing, Company shall have up to two (2) business days to restore access to the Application and Services based on any Downtime event. For purposes herein, "**Downtime**" shall mean the period of time during which the Application and/or Services is/are wholly unavailable to Customer, including maintenance occurring outside of Company reasonable maintenance hours for which less than 24 hours' written notice was provided to Customer; provided, however, Downtime shall not include scheduled maintenance, temporarily broken or unavailable Subscribed for functionality that are no longer than 15 minutes in duration commencing on Company's receipt of written notification of such broken or unavailable functionality, factors outside of Company's direct control, including relating to Force Majeure events, failures, acts or omissions of Company's service providers, failures of the internet or software applications used to access the Application, acts of omissions of Authorized Users, and enforcement of state and federal regulations. If uptime is less than the Uptime Requirement in the applicable period, Company will issue a service credit ("Service Credit") in accordance with the following schedule, with the value of the Service Credit being calculated on the basis of: (1) the total annual financial commitment relating to User Licenses and other products/services as subscribed to by Customer for the 12-month period under the then current Term (as such financial commitment having been generated as a result of entering into the then current Term), divided by 12, plus (2) (x) any additional monthly User License fees assessed for the applicable period and (y) any products/services subscribed to after the commencement of the Term, divided by the total number of months such products/services was subscribed to during the then current Term:

Uptime	Credit Percentage
99 to 100%	0%
98% to 98.9%	10%
95% to 94.9%	20%
90% to 94.9%	30%
89.9% or below	50%

To be eligible for a Service Credit, Custom must (i) request Company to open a trouble ticket documenting the uptime non-conformance and (ii) timely request the applicable Service Credit by email subscription@perfectquote.io, with "Service Credit Request" in the subject header, within thirty (30) days after the trouble ticket is closed by Company. Each Service Credit request must reference the applicable trouble ticket number(s) associated with the uptime nonconformance event. Customer may not receive more than one Service Credit per month for any uptime non-conformance. With respect to any failure of Company to meet the Uptime Requirement, this Section 3(iv) states Company's sole and entire liability to Customer and Customer's sole remedy.



- 3) Section 8(i) is amended to state: Customer shall indemnify, defend and hold the Company, Company's affiliates, and Company's employees, directors, officers, and agents harmless from any liabilities, losses, damages, expenses (including reasonable attorneys' fees and costs), claims, actions, suits or proceedings (collectively, "Losses") incurred by any of the foregoing parties or made or brought against the Company by an unrelated third party to the extent arising out of or related to (i) Customer's Material Breach of the Subscription Agreement or (ii) the license granted to Company by Customer in connection with the Use of Customer Data by Company. "Use" shall be defined as Company's receiving, storing, hosting, displaying, and/or manipulating Customer Data for purposes of providing the Services to Customer. For purposes of clarification, Customer shall not indemnify Company for any Use of Customer Data that is outside of the scope of Services or where a claim arises out of the gross negligence or willful misuse of Customer Data by the Company or where a claim arises out of a breach of Sections (9) or (10). Additionally, Customer's duty to indemnify Company will not include any Losses arising out of or related to misconduct, negligence, or breach of this Subscription Agreement by the Company or any of its employees, officers, directors, agents, or subcontractors.
- 4) Section 8(ii) is amended to state: Company shall indemnify, defend and hold Customer, Customer's affiliates, and Customer's employees, directors, officers, and agents harmless from any Losses incurred by any of the foregoing parties or made or brought against Customer by an unrelated third party to the extent arising out of or related to (i) Company's Material Breach of the Subscription Agreement, (ii) Company's Use of Customer Data to the extent a claim arises out of Company's negligence or willful misuse of Customer Data or where such Use is not specifically related to the Services provided by and through the Application (including, without limitation, any Use of Blind Data), (iii) Company's failure to comply with applicable laws and regulations, (iv) arising out of any claim that the Software, the Services, or any additional services provided by Company infringes any intellectual property or commercial right, including all worldwide patents, trademarks, copyrights and moral rights and any unauthorized use of any trade secret, (v) for security incidents to the extent not occurring due to Customer's negligence, willful misconduct or breach of contract; provided, however, with respect to 8(ii)(v), in no event shall the aggregate indemnification paid by Company to Customer will exceed \$500,000. Company's duty to indemnify under this Section does not include any Losses arising out of or related to misconduct, negligence, or breach of this Subscription Agreement by Customer, Customer's affiliates, or any of Customer's employees, directors, officers, or agents.
- 5) Section 9(i)(e) is amended to state: During the Term, Customer grants the Company a non-exclusive, royalty free license to display Customer's logo in connection with the Services. Notwithstanding the foregoing, but subject to prior written approval by Customer, Company may, from time to time or at no time, use Company's logo on a non-exclusive, royalty free license basis, solely for the purpose of Company identifying that Customer maintains a Subscription or has provided a testimonial in support of the Services. At all times, Company acknowledges Customer's exclusive right, title and interest in and to the logos that Customer provides to Company and Company shall not acquire any right of any kind in the logos as a result of Company's use thereof. Customer may revoke the license provided to Company herein this Section (9)(i)(e), at any time, by providing written request to legal@perfectquote.io.
- 6) Section 9(ii)(c) is amended to state: Customer grants to Company a perpetual, non-exclusive, transferable, sublicensable, royalty free license to use Customer Data to collect, develop, create, extract or otherwise generate statistics and other information and to otherwise compile, synthesize and analyze such Customer Data in a manner whereby it would not be possible for any individual to (i) reidentify the Customer Data, (ii) identify any Authorized Users or vendors of the Customer that may have generated the Customer Data, (iii) identify the



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Customer itself, or (iv) use such data to identify the original source of the Customer Data or any individual whose information is included in the Customer Data (“Blind Data”). Notwithstanding anything to the contrary in the Subscription Agreement, to the extent that Company collects or generates Blind Data, such Blind Data will be owned solely by Company and may be used for any lawful business purpose for the express purpose of providing the Services; provided, however, Blind Data will be aggregated and deidentified in accordance with all applicable laws and regulations concerning such practice.

- 7) Section 11(viii) is amended to state: Force Majeure. Neither Party will be responsible for failure or delay of performance if caused by an event outside the reasonable control of the obligated Party, including but not limited to an electrical, internet, telecommunication outage/generalized failures, government restrictions, or illegal acts of third parties. A party whose obligations under this Agreement are affected by a force majeure will use reasonable efforts to mitigate the effect of a force majeure event. If a Party claims relief under this clause and the force majeure event continues for thirty (30) days, the other Party shall be entitled to terminate this Agreement immediately on written notice provided that such notice is given while the force majeure event is subsisting. Unless Customer terminates this Agreement pursuant to the preceding sentence, the relevant term of this Agreement shall automatically be extended for the period the force majeure event had a material adverse effect on Company’s performance hereunder at no additional cost to Customer.