Digital Insurance, LLC
Master Subscription Terms and Conditions
Effective as of 11/15/2022

This Master Subscription Terms and Conditions ("**Terms and Conditions**") sets forth the terms and conditions for Customer's Subscription to Company's commercial health benefits plan presentation, analysis and sales software application commercially known as PerfectQuote® (the "**Application**"), the products and services offered therewith, the services provided by Company related thereto, and all software labeled as alpha, beta, pre-release, trial, preview or otherwise (collectively with the Application, the "**Services,**" and as such term may be further defined on the Order Form and in Section 3 herein). Customer and Company are each, individually, referred to herein as a "**Party**" and, collectively, the "**Parties**." Capitalized terms not otherwise defined herein will have the meaning assigned to each set forth on the Order Form.

1. Licenses and Fees.

i. To the extent made available to Customer under the Order Form and Section 3 herein and subject to and governed by the terms and conditions identified in this Terms and Conditions and in the applicable Order Form, Company will license to Customer an Application instance and access to and use of the Services, including a series of non-exclusive, restricted, revocable, royalty free, non-transferable, non-sublicensable, and limited (i) fee-based licenses and (ii) free user licenses (each, a "**User License**", and collectively, "**User Licenses**"). Such User Licenses may be assigned to and by persons authorized by Customer (each, an "**Authorized User**") for the purpose of accessing the Services during the Subscription Term. A User License is for the use of, and by, one (1) single unique user and the sharing of a User License is strictly prohibited. Customer's Subscription may include the right to create and manage additional Application instances on behalf of and for the benefit of itself and/or its Affiliates (as hereinafter defined). For the purpose hereof, "**Affiliate**" means any third party, (i) that directly or indirectly, controls, is controlled by or is under common control with Customer for use by the Affiliate consistent with the Intended Purpose (as defined herein), (ii) for which Customer creates a unique Application instance in order to provide services to the Affiliate consistent with the Intended Purpose and which such Application instance is under common control with Customer, or (iii) in the case of Company, that directly or indirectly, controls, is controlled by or is under common control with Company. For purposes of this definition, "control" means the ownership, directly or indirectly, of a majority of the voting securities or other ownership interests of such entity, or the ability to direct the affairs, or control the composition of the board of directors or equivalent body, of such entity. For the purposes of this Terms and Conditions use and access by Customer includes use by Authorized Users and/or Affiliates.

ii. Any Authorized User may use and access the Services on Customer's or Affiliate's behalf, as the case may be, or as otherwise authorized herein solely under these Terms and Conditions, provided that: (a) Customer is responsible for ensuring that any such Authorized User and/or Affiliate agrees in a legally enforceable manner to abide by and fully comply with the terms and conditions of this Terms and Conditions on the same basis as applicable to Customer; (b) such use does not represent or constitute an increase in the scope of the licenses provided hereunder; and (c) Customer remains fully responsible and liable for any and all acts or omissions by such Authorized User related to this Terms and Conditions.

iii. The fees for the Subscription and additional Services that may otherwise be received by Customer apart from those identified herein, shall be identified on an Order Form. Notwithstanding the foregoing, Company retains the right to modify the Subscription fees for Services, with such modified fees taking effect upon the commencement of the immediately following Renewal Term so long as Company provides Customer with at least 75 days prior notice from the commencement of the immediately following Renewal Term indicating the fee changes.

2. Term and Termination.

i. The initial Subscription term is stated on the Order Form. Unless specifically stated to the contrary on the Order Form, Customer's Subscription term will automatically and consecutively renew for the same duration of time as set forth on the Order Form (a "**Renewal Term**"; the initial Subscription term and Renewal Term are collectively referred to as the "**Term**") under the Terms and Conditions that are then in effect no later than 75 days prior to the commencement of the immediately following Renewal Term. Customer's failure to notify Company of Customer's desire to terminate the Subscription pursuant to and in accordance with Section 2(ii) prior to commencement of a Renewal Term shall be deemed an acceptance by Customer of the Terms and Conditions with such Terms and Conditions being applicable to the upcoming Renewal Term.

ii. The Subscription may be terminated by a Party providing a notice of termination ("**Notice of Termination**") to the other Party pursuant to the following:

a. Either Party (1) in the event a Party becomes insolvent or enters into bankruptcy or other reorganization proceedings, with such termination effective upon a judicial determination of insolvency in the case of insolvency or the filing of

documents commencing bankruptcy or other reorganizations proceedings in the case of bankruptcy or other reorganizations proceedings or (2) based on a failure of a Party to cure a Material Breach (as defined in Section 2(v)(a) below) within the Cure Period, with such termination effective upon the conclusion of the Cure Period (as defined in Section 2(v)(b) below);

b. Customer (1) for its own, including for an Authorized User's, convenience by providing no less than 30 days written notice to Company ("**Customer Notice Period**") with such termination effective at the conclusion of the Customer Notice Period identified in its Notice of Termination or (2) within 30 days of being provided a Notice of Assignment, with such termination immediately effective upon Company's receipt of Customer's Notice of Termination; or

c. Company, for its own convenience, by providing no less than 90 days written notice to Customer ("**Company Notice Period**"), with such termination effective at the conclusion of the Company Notice Period in its Notice of Termination.

iii. The Parties acknowledge that an assertion of a Material Breach, whether cured or uncured by the non-asserting Party, will not be a legal admission of any wrongdoing by the non-asserting Party and any such legal consequence shall be determined by the legal process set forth herein. Unless a judicial determination indicates otherwise, a termination of the Subscription for Customer's Material Breach does not entitle the Customer to a refund of any costs and/or fees paid to Company whether in whole, in part, pro-rata or otherwise that were previously paid to Company prior to the effective date of termination nor relieve the Customer of its payment obligations required through the end of the Term. In the event of termination of these Terms and Conditions by Customer based on Company's Material Breach or termination by Company for its own convenience prior to the end of a Term, Company shall refund to Customer a pro-rata portion of Subscription fees, dedicated hosting fees, and support and maintenance fees paid in advance by Customer for Services for the period of time after the effective date of termination through the end of the Term.

iv. Upon the effective date of termination or the expiration of the Term, Customer will immediately cease using the Services. Notwithstanding termination of the Subscription, the Parties shall have a continuing obligation to comply with Sections 7 through 11.

v. Other Definitions.

a. "**Cure Period**" is defined as the date that is the earlier of (i) 10 business days (or as otherwise reasonably extended at the sole discretion of the non-breaching party if such Material Breach cannot be cured within such time period of time) from the date that the Party asserting the Breach has delivered to the other Party written notice of such Material Breach, or (ii) immediately (i.e., no Cure Period permitted) if it would be commercially impossible for a party to cure the Material Breach; provided, however, the Cure Period, if available, shall commence upon such date that the Party who is asserting the Material Breach delivers written notice to the other Party, identifying the nature of the Material Breach and the date of occurrence of such Material Breach. In the event the Party that has a Material Breach asserted against it fails to cure the Material Breach within the applicable Cure Period, the Subscription Agreement shall terminate 10 business days after the Party asserting the Material Breach delivered the written notice of the Material Breach to the other Party (the "**Date of Termination**").

b. "**Material Breach**" is defined as, with respect to:

(1) the Customer, its Affiliates and/or its Authorized Users, instances where prior written consent of the Company has not been obtained for the following: (i) permitting those persons who are not Authorized Users to access the Services, (ii) modifying or translating the Services, (iii) reverse engineering, decompiling, or disassembling the Services, except to the extent this restriction is expressly prohibited by applicable law, (iv) creating derivative works based on the Services for purposes other than the Intended Purpose (as defined in Section 11(i)(a) below), (v) copying the Services, (vi) removing or obscuring any proprietary rights notices or labels on the Services, (vii) renting, selling, assigning, sublicensing, or otherwise granting rights in, or otherwise transferring or distributing the materials or information about the design or functionality of the Services to any third party, except to the extent necessary for Customer to provide system training to Authorized Users, (viii) creating paper printouts or electronic downloads of the Services, except where such actions are consistent with the Intended Purpose, (ix) creating representations in any format of the Services' functionality and/or design, (x) transferring or assigning these Terms and Conditions in a manner not authorized by Section 11(x), (xii) transmitting or otherwise exporting the Services or underlying information or technology outside of the United States, (xiii) except for general notices regarding employment opportunities not specifically direct to Company's employees), directly or causing a third-party to act on Customer's behalf in the recruiting, soliciting, or inducing, or attempt to recruit, solicit, or induce, any non-clerical employee of Company, to terminate their employment relationship with Company, (xiv) permitting more than one (1) Authorized User to share a unique User License with another Authorized User for purposes of accessing the Application and using the Services, (xv) using the Services in a manner that is inconsistent with the Intended Purpose, which may include Customer leveraging its own automation, scripts, bots and other tools along with the Application, (xvi) breach of Customer's warranties set forth in Section 6, (xvii) knowingly submitting or attempting to submit PHI into the Application, or (xviii) an Authorized User using the credentials of another person through the use of the Services, including but not limited to a producer name or national producer number ("**Credentials**"), without the person's permission and/or with the intent to improperly obtain plans and/or rates for a client of Customer that would not otherwise be obtainable without using the Credentials; and

(2) the Company, instances where (i) there is a material non-performance of the Services identified herein or on the Order Form, (ii) breach of Company's warranties set forth in Section 6, or (iii) unauthorized use or disclosure of Customer's Confidential

Information to any third party without first obtaining the Customer's prior written consent to disclose such Confidential Information.

vi. Customer shall notify Company of its intention to terminate by emailing subscription@perfectquote.io. Company shall notify Customer of its intention to terminate by emailing the person executing the Order Form or an officer of the Customer if the executing representative is no longer an employee of the Customer. A termination for convenience by Customer does not entitle Customer to a pro-rata refund of pre-paid fees that Customer has paid during the then current Term; provided, however, in instances where Company terminates for convenience or pursuant to a Notice of Assignment, Company shall refund to Customer a pro-rata refund of pre-paid fees that Customer has paid during the then current Term.

3. Services.

i. During the Term and subject to the license type held by the Authorized User, Company will provide Authorized Users the Services as referenced on the Order Form, which include, at a minimum, access to the Application to satisfy the Intended Purpose, including data import/export, permissions, rights access, user roles, analysis and presentation tools, creating and utilizing paper printouts or electronic downloads of the Customer Data (as defined in Section 9(ii)(a) below), data import/export, storage, Application health monitoring, service level maintenance, technical support, training, Customer Data backup and recovery, Implementation/On-Boarding services, and post-Subscription Transition Services. Such Services shall be provided to Customer on a commercially reasonable efforts basis and consistent with the service levels agreed to herein. The ability to access the Application and take advantage of the Services shall be available to Customer so long as Customer is not in Material Breach of this Agreement during the Term. The definition of Services also includes any enhancements, updates, upgrades, derivatives or bug fixes to such services, software, and offerings, and any documentation, add-ons, templates, sample data sets, and hardware devices as provided by the Company.

ii. Changes to the Subscription by Customer, including license type or optional products and services, may be made from within the Application, if such functionality is available, or by a mutually executed change order form. A written request for a Subscription change may be made via email to subscription@perfectquote.io.

iii. Company will provide Customer with application support services consistent with the service levels identified herein or as otherwise noted on an Order Form. Such support services may include telephone, electronic mail support, or intra-application functionality. Company will use commercially reasonable efforts to provide prompt responses to such support requests and answer questions and correct Software errors (or to provide suitable temporary solutions or workarounds for problems) during the initial response, and if the problem, issue or error is of a critical and material nature, or that the problem causes the Application to be inoperable, Company will use best efforts within a commercially reasonable time to correct the problem.

iv. Company shall provide Authorized Users with access to the Application and use of Services in accordance with these Terms and Conditions and make available the Services in accordance with the Service Level Agreement attached as an exhibit to the Order Form.

v. Post-Subscription Transition Services. Upon written request by Customer to Company, and so long as there are no outstanding fees owed by Customer to the Company, Company will provide Customer with the Customer Data, in a commercially accessible database format at no charge to Customer. A request for Customer Data shall be made via email to subscription@perfectquote.io. Notwithstanding the foregoing, such Customer request will be complied with by Company in a manner consistent with Company's document and record retention policies.

vi. Beta Products. From time to time, Company may make available temporary additional features and functionality ("**Beta Products**") to Customer for use by the Authorized Users. Beta Products may not be available to all Authorized Users at the same time or at any time at all, are not considered part of the Services until identified as such and may be removed from Customer's instance at the sole discretion of Company at any time. **ALL SERVICES LABELED BETA PRODUCTS ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS, AND CUSTOMER'S USE OF SUCH BETA PRODUCTS IS AT ITS SOLE RISK**. Company has no obligations in connection with or in the course of providing the Beta Products. Any expectations and estimates regarding Beta Products are based on factors currently known and actual events or results could differ materially. Company does not assume any obligation to update any Beta Products. In addition, any information about Company's roadmap outlines Company's general product direction and is subject to change at any time without notice. It is for informational purposes only and shall not be incorporated into these Terms and Conditions or any contract or other commitment. Company undertakes no obligation either to develop the features or functionality provided in the Beta Products, or to include any such feature or functionality in a future release of the Services. Customer expressly acknowledges that the Beta Products have not been fully tested, and may contain defects or deficiencies which may not be corrected by Company. The Beta Products may undergo significant changes prior to release of the corresponding generally available final version.

vii. Third Party Software Integration Services. The Services have been designed to integrate with certain third-party software platforms. Subject to the Subscription, Company will make available to Customer and Affiliates the ability to integrate their respective Application instances with such third-party platforms. Customer acknowledges that such third-party integrations, and related services provided by Company and such third-party software, will result in access to and transmission of Customer Data between the Application and such third-party software. Customer hereby permits Company the right to cause such access and transmission to occur with such third-party platforms. Customer is solely responsible for the use of such third-party application services and any data loss

or other losses it may suffer as a result of using such services. Customer acknowledges and agrees that: (i) it will evaluate and bear all risks associated with its use and distribution of all Customer Data; (ii) it is responsible for protecting the confidentiality of all Customer Data in its possession and control; and (iii) under no circumstances will Company be liable in any way for the content of any Customer Data, including, but not limited to, any errors or omissions in any Customer Data, or any loss or damages or any kind incurred as a result of Customer's use, deletion, modification, or correction of any Customer Data. If Customer uses any third-party service in connection with the Application, Customer shall ensure that such use complies with the terms of use of those third-party services.

4. Customer Responsibilities. Customer shall use commercially reasonable efforts to: (i) cause Authorized Users to comply with the Agreement and maintain the confidential nature of the Application and Services; (ii) cooperate with the Company when reasonably requested, so that Company can provide the Services; (iii) prevent unauthorized access or use of the Services and promptly notify Company if Customer discovers any unauthorized access or use; (v) use the Services in accordance with the Agreement, Intended Purposes and applicable laws; and (vi) timely pay all invoices when due. If an invoice is not timely paid, Company reserves the right to restrict or suspend Customer's access to the Services until such payment(s) is/are received and Customer waives any and all claims and damages against the Company for such restriction of access, it being understood and agreed that Customer may also suspend payment to Company without penalty during a Cure Period (or be provided a credit for such payments during the Cure Period).

5. Payments. Customer is responsible for all charges and fees associated with each applicable Authorized User. Payment terms are identified on the Order Form. Forms of payment include payment by check, ACH, electronic direct debit, and/or debit and credit card. The following terms apply: (i) payments will be made in U.S. dollars; (ii) if Customer elects to pay by autopay, Customer agrees that Company may debit or charge Customer's appropriate payment method as and when invoices are generated; (iii) Customer agrees to maintain sufficient funds in a checking or savings account or credit card balance to cover any autopayment event and maintain valid payment information on file; (iv) if Customer's payment and registration information is not accurate, current, and complete and Customer does not notify Company promptly when such information changes, Company may suspend or terminate Authorized User accounts and refuse any use of the Services until payment is made; (v) if Customer does not notify Company of updates to Customer's payment method (e.g., credit card expiration date), to avoid interruption of the Services, Company may participate in programs supported by Customer's card provider (e.g., updater services, recurring billing programs, etc.) to try to update Customer's payment information, and Customer authorizes Company to continue billing Customer's account with the updated information that Company obtain. Notwithstanding anything to the contrary on an Order Form, Company may, from time to time or any time, charge applicable transaction taxes and certain fees and surcharges on the sale of goods and services, including sales, use, and value added taxes relating to the Services each of which shall be consistent with local, State and Federal regulations with such amounts shall be clearly indicated on the applicable invoice(s) to Customer.

6. Representation and Warranties.

i. The Customer represents and warrants that: (a) Customer has the full right, power, and authority to enter into these Terms and Conditions and perform its obligations hereunder, (b) Customer has the right to provide, use, and license the Customer Data in a manner that allows for Company to perform the Services to the Authorized Users, and (c) Customer and Authorized Users will perform and comply with its contractual obligations with third parties whose services Company relies on, if any, including without limitation insurance carriers or other third parties.

ii. The Company represents and warrants that: (a) it has the full right, power, and authority to enter into these Terms and Conditions and perform its obligations and provide the Services hereunder, (b) the Services shall be performed in a professional manner in accordance with generally accepted industry standards and in compliance with all applicable laws and regulations by personnel with the requisite skill, experience, and qualifications who shall devote adequate resources to meet its obligations under these Terms and Conditions, (c) the Software will not violate or infringe upon the intellectual property or privacy rights of any third party, and (d) Company will use best practices in connection with development of the Application and Software to keep the foregoing free of malicious code, or other data, viruses, or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information. Additionally, Company may utilize subcontractors and/or third-party service providers in connection with providing the Services and Company represents and warrants that it will bind any and all subcontractors and/or partners to agreements requiring it to conform to law, regulation, industry standards, and the quality, confidentiality, and privacy standards reflected in these Terms and Conditions. The performance by subcontractors and/or third parties of the Company's duties and obligations under this Agreement shall not relieve the Company from any duty, liability, or responsibility under this Agreement.

iii. Warranty Disclaimer. EXCEPT AS OTHERWISE STATED IN SECTION 6(i), (a) THE COMPANY PROVIDES THE SERVICES ON A "WHERE IS, AS-IS" BASIS; (b) NEITHER COMPANY NOR ANY OF ITS SUPPLIERS OR LICENSORS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. COMPANY AND ITS SUPPLIERS AND LICENSORS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT AND WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR BY STATUTE OR IN LAW. EXCEPT AS STATED HEREIN, THERE IS NO WARRANTY OR GUARANTEE THAT THE OPERATION OF THE APPLICATION OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, SECURE, ACCURATE, RELIABLE, OR COMPLETE OR THAT THE SERVICES WILL MEET ANY PARTICULAR CRITERIA OF

PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED. CUSTOMER ASSUMES THE ENTIRE RISK OF SELECTION AND USE OF THE SERVICES. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SERVICES IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. UNDER LOCAL LAW CERTAIN LIMITATIONS MAY NOT APPLY AND CUSTOMER MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE.

7. Limitation of Liability.

i. EXCEPT AS OTHERWISE STATED HEREIN, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL EITHER PARTY OR ANY OF ITS SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RELATED TO LOSS OF (1) USE, (2) DATA, (3) GOODWILL, OR (4) PROFITS, WORK STOPPAGE, COMPUTER MALFUNCTION, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE USE OR PERFORMANCE OF THE SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE STATED HEREIN, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER THEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO DAMAGES ARISING FROM (i) A BREACH OF SECTIONS 9 OR 10, (ii) CUSTOMER'S PAYMENT OBLIGATIONS, (iii) FRAUD (INCLUDING FRAUDULENT MISREPRESENTATION), (iv) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR ITS REPRESENTATIVES, OR (v) THIRD-PARTY CLAIMS COVERED UNDER THE INDEMNITY PROVISIONS IN SECTION 8.

ii. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. Indemnification.

i. Customer, on behalf of itself and each Authorized User, shall indemnify, defend and hold the Company, Company's Affiliates, and each of their respective 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 claims made or brought against any of the foregoing parties by any third party, including Affiliates, to the extent arising out of or related to (i) Customer's Material Breach of the Subscription Agreement; (ii) the license granted to Company by Customer in connection with the Use of Customer Data by Company or (iii) Excluded Claims. "**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 its agents 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 to the extent caused by the willful misconduct, fraud or gross negligence of the Company or by any of its employees, officers, directors, agents, or subcontractors.

ii. Company shall indemnify, defend and hold Customer, Customer's Affiliates, and each of their respective employees, directors, officers, and agents harmless from any Losses incurred by any of the foregoing parties or claims made or brought against any of the foregoing parties by an unrelated third party to the extent arising out of or related to (i) Company's Use of Customer Data to the extent a claim arises out of Company's gross 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), (ii) Company's failure to comply with applicable laws and regulations, or (iii) any claim that the Services, when used as expressly permitted by this Agreement, provided by Company infringes any intellectual property rights of such third parties, including all worldwide patents, trademarks, copyrights and moral rights and any unauthorized use of any trade secret (an "**Infringement Claim**"). Company's duty to indemnify Customer does not include any Losses arising out of or related to misconduct, gross negligence, or breach of the Subscription Agreement by Customer or Authorized Users, Customer's affiliates that have been granted access by Customer to Customer's instance, or any of Customer's employees, directors, officers, or agents. If Company receives prompt notice of an Infringement Claim that, in Company's reasonable opinion, is likely to result in an adverse ruling, then Company may (w) obtain a right for Customer to continue using the Services at issue; (x) modify such Services to make it non-infringing; (y) replace such Services with a non-infringing version; or (z) provide a reasonable depreciated or pro rata refund of amounts pre-paid for the allegedly infringing Services.

iii. Notwithstanding the foregoing, Company will have no obligation under Section 8(ii). or otherwise with respect to any Infringement Claim based upon: (i) any use of the Services not expressly permitted under these Terms and Conditions; (ii) any use of

the Services in combination with products, equipment, software, or data not made available by Company if such infringement would have been avoided without the combination with such other products, equipment, software or data; or (iii) any modification of the Services by any person other than Company or its authorized agents or subcontractors (collectively, "**Excluded Claims**"). Company will have no obligation under Section 8(ii) or otherwise with respect to any claim based upon the use by Customer of any Customer Data uploaded or accessed through the Services to the extent such claim is not based on the Services itself. Section 8(ii) states Company's sole liability and Customer's exclusive remedy for all Infringement Claims.

iv. The foregoing obligations are conditioned on the party seeking indemnification ("**Indemnified Party**"): (i) promptly notifying the other party ("**Indemnifying Party**") in writing of such claim; (ii) giving the Indemnifying Party sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at Indemnifying Party's request and expense, assisting in such defense. Neither the Indemnifying Party nor the Indemnified Party may make any public announcement of any claim, defense or settlement without the other Party's prior written approval. The Indemnifying Party may not settle, compromise or resolve a claim without the consent of the Indemnified Party, if such settlement, compromise or resolution causes or requires an admission or finding of guilt against the Indemnified Party, imposes any monetary damages against the indemnified party, or does not fully release the Indemnified Party from liability with respect to the claim.

9. Ownership/Intellectual Property/Assignment.

i. Intellectual Property.

a. The Services are licensed, not sold, and Company, its suppliers or its licensors, retains and reserves all rights not expressly granted in these Terms and Conditions. Company and/or its licensors, suppliers or other third-parties own all worldwide right, title and interest in and to the Services, Software, all physical copies thereof, if any, and all intellectual property rights embodied therein, including all worldwide patent rights (including patent applications and disclosures); copyright rights (including copyrights, copyright registration and copy rights with respect to computer software, software design, software code, software architecture, firmware, programming tools, graphic user interfaces, reports, dashboard, business rules, use cases, screens, alerts, notifications, drawings, specifications and databases); moral rights; trade secrets and other rights with respect to confidential or proprietary information; know-how; other rights with respect to inventions, discoveries, ideas, improvements, techniques, formulae, algorithms, processes, schematics, testing procedures, technical information and other technology; and any other intellectual and industrial property rights, whether or not subject to registration or protection; and all rights under any license or other arrangement with respect to the foregoing (collectively, "**Intellectual Property Rights**"). The Services and Software are protected by United States patent and copyright laws and international treaty provisions.

b. As a condition of taking advantage of the Services, Customer and its Authorized Users acknowledge that Company may or may have already license(d) from and/or develop(ed), either directly or in conjunction with a third-party or even own in Company's name, Software, other software, related processes, methods, and techniques directly relating to the Services ("**Copyrighted Works**," including literary works, computer programs, artistic works (designs, graphs, drawings, blueprints and other works), recordings, photographs, slides, motion pictures, and audio- visual works). During the Term, the Copyrighted Works may be independently licensed, created, developed or otherwise leveraged outside of the context of these Terms and Conditions by the Company with these third parties, or, possibly, created or developed by the Company at the suggestion of Customer or with the participation of others (collectively, "**Subsequent Materials**"). Notwithstanding the foregoing, the Parties understand and agree that none of the Copyrighted Works and the Subsequent Materials will contain any of Customer and Affiliate Confidential Information, Customer Data or intellectual property which are expressly carved out of the Subsequent Materials and Copyright Materials.

c. Further, except for Customer Data: (i) Customer and its Authorized Users acknowledge and agree that Customer shall retain no right, title and interest throughout the universe in perpetuity in and to the Copyrighted Works and that, upon conception, all Subsequent Materials, together with all preliminary work, drafts, revisions, versions, all copyrights, trademarks, patents, and other intellectual property and all other tangible expressions thereof (collectively, the "**Work**") created directly or indirectly by the Company, even if at Customer's or any of the Authorized User's suggestion or participation, shall be solely owned by Company, (ii) all Work produced hereunder shall become the property of the Company (or as otherwise agreed to by the Company in writing) whether or not patent or copyright applications are filed on the subject matter and Company (or as otherwise agreed to by Company in writing) shall be deemed the author of the Work and shall own all right, title, and interest throughout the universe in perpetuity in and to the Work, including without limitation the copyrights, patents, or trademarks and other intellectual property therein and all renewals or extensions thereof, and the right to use, adapt and change the Work and to prepare derivative works from the Work, (iii) Customer waives all rights of "droit moral" or "moral rights of authors or creators" and/or any similar rights or principles of law which Customer may now or hereafter have in the Work, (iv) Company (or as otherwise agreed to by Company in writing) shall have exclusive access in perpetuity to any materials derived from the Work, and (v) if necessary under any legal theory, by accessing the Application and using the Services, Customer and its Authorized Users automatically assign to Company the any rights to their results and proceeds in and to the Work in order to meet the desired effect of this Section.

d. In consideration for the fees to be paid by Customer, Company grants Customer and its Authorized Users during the Term

and after the Term, a non-exclusive, non-sublicensable, non-transferable license to exploit the Works that contain the Customer Data solely to satisfy the Intended Purpose, which may include preparing, reproducing, printing, downloading, transmitting, sharing and other similar uses of such Works.

e. During the Term, Customer, for itself and its Affiliates, grants the Company a non-exclusive, royalty free license to display Customer and Affiliate logos 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 usethereof. 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.

ii. Customer Data.

a. Customer Data ("**Customer Data**," which is part of and shall be treated by the Company as Confidential Information) shall be defined as: (1) data that is (i) manually or electronically input, transferred, delivered or uploaded into the Application by an Authorized User or by Company on behalf of an Authorized User, in connection with the Services or (ii) manually or electronically input, transferred, delivered or uploaded into the Application on an Authorized User's behalf by a Customer-approved third party (such as a third party application that is integrated with Customer's Instance) or a third party used by Company in connection with the Services. Customer Data shall also include personally identifiable information ("**PII**") that is transferred, uploaded, collected, obtained, used in, stored, generated, or produced as the result of an Authorized User's use of the Services. PII shall mean, without limitation, any representation of information, either through a single data point or in the aggregate, that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. PII includes information such as an individual's social security number or other government issued number, date of birth, address, telephone number, genetic, health or biometric data, mother's maiden name, email address, credit card information, or a person's name. Notwithstanding Section 11(i), Company shall make no claim to Customer Data and shall only be expressly licensed to Company pursuant to these Terms and Conditions, and all right, title, and interest in and to the Customer Data is reserved by Customer.

b. To the fullest extent permissible under applicable law during the Term, Customer, on its and each Affiliate's behalf, is providing to Company and its service providers a perpetual, limited, non-exclusive, worldwide, irrevocable, transferable, sublicensable, royalty free license to use, access, transmit, host, store, display, reproduce, distribute, and exchange with third party service providers, and otherwise Use the Customer Data in order to, and for the sole purpose of, (i) providing the Services to Authorized Users and (ii) monitoring and improving the Application and Services, including rights to extract, compile, aggregate, synthesize, use, and otherwise analyze all or any portion of the Customer Data. Other than the foregoing permissions, Company may not share, transmit, or display Customer Data with any other third parties or affiliates that are not previously authorized by Customer in writing.

c. Customer, on its and each Affiliate's behalf, grants to Company a perpetual, non-exclusive, worldwide, irrevocable, 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 that may have generated the Customer Data, (iii) identify the 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 these Terms and Conditions, 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 without duty of accounting or obligation.

d. Application Instance Access and Data Sharing between Customer and Affiliate. In certain circumstances, as a condition for Customer entering into the Subscription, Customer may be required to grant an Affiliate access to Customer's instance and Customer Data that is not related to the applicable Affiliate. In the event of the foregoing Customer acknowledges and agrees that: (i) Customer is responsible for ensuring that the Affiliate agrees to abide by and fully comply with the terms and conditions of these Terms and Conditions on the same basis as applicable to Customer; (ii) such access and use is only in connection with Customer's Intended Purpose; (iii) such use does not represent or constitute an increase in the scope of the licenses provided hereunder; and (iv) Customer remains fully responsible and liable for any and all acts or omissions by the Affiliate related to these Terms and Conditions. In such events, the Parties and the Affiliate shall execute a Data Access Agreement which identifies the terms and conditions governing such instance access.

e. Benefits Plans and Rates.

1. In the event an Authorized User has access to group medical insurance plans and rates regulated by the "*Patient Protection and Affordable Care Act,*" (the "**ACA**") and related state law and regulation as part of the Services, Company will display, at a minimum, the relevant carrier publicly filed insurance plans and rates, as such plans and rates are made available to Company through (i) Company's direct carrier partnerships and/or (ii) Company's vendors (both (i) and (ii), collectively, "**Service Providers**").

2. Where and when possible, Service Providers may provide Company with ACA plan rates that are more current, and

therefore may differ, than the same ACA plan rates that are publicly filed by an insurance carrier ("**B2B Rates**"). Notwithstanding the foregoing, in certain circumstances, an insurance carrier may not permit Company the right to display B2B Rates to an Authorized User unless Company provides certain Authorized User information to the requesting insurance carrier, including, by way of example, (i) agency name, (ii) the Authorized Users' names and/or national producers number ("NPN") who would be requesting plans and rates, (iii) the business names of the customers of the Customer or Affiliate who would be shown the B2B Rates, and (iv) the specific plans and rates of the requesting insurance carrier that the Customer's customer are considering (i.e., not of any other insurance carrier). Customer has the right, but not the obligation, to opt in to receiving B2B Rates when such information is required as a condition to receiving the B2B Rates. Customer may request in writing to legal@perfectquote.io at any time during the Term for a list of insurance carriers that Company is providing Customer information to pursuant to this Section and may opt out at any time with the understanding that B2B Rates may thereafter be withheld.

3. Customer acknowledges that: (i) Company does not control the timing or release of plan information and rates provided by the Services Providers and such timing is subject to factors beyond the control of Company; (ii) Company may not receive plan information and rate updates when such updates are released by insurance carriers; (iii) Company may not ever obtain such information from third party vendors, carriers, States and/or the Departments of Insurance based on limitations and/or restrictions initiated by such third parties. Customer agrees that Company does not endorse and is not responsible or liable for any issues related to the Services Providers, including, without limitation, the accuracy of such Service Providers information provided to Company.

iii. Protected Health Information.

a. Protected Health Information ("**PHI**") has the same meaning in these Terms and Conditions as defined as the term "Protected Health Information" in 45 C.F.R.§160.103, as amended (the "**Statute**").

b. In order to take advantage of the Services, the Application does not require, and in all commercially reasonably cases prevents, the submission of PHI.

c. In the event the Statute is amended such that part or all of the Customer Data qualifies as PHI, then (i) Customer and the Company will enter into a business associate agreement, (ii) the Company's use and disclosure of the PHI shall be limited by the administrative simplification provision of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**") and the Omnibus regulations promulgating Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information promulgated thereto, and (iii) provision of such PHI shall not be deemed a Material Breach hereunder. Further, as and when/if necessary, the Company will enter into business associate agreements with the patient's providers who are "Covered Entities" when the Company is a "Business Associate" as those terms are defined by HIPAA.

iv. Feedback. If Customer, an Affiliate and/or an Authorized User, as applicable, provides Company with general comments, feedback, or feature or functional suggestions (except for matters relating Customer Data) (collectively, "**Feedback**"), the Customer, an Affiliate and/or Authorized User, as applicable, is granting to Company a worldwide, perpetual, irrevocable, sub-licensable, royalty free, transferable license to use, reproduce, modify adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Feedback in any manner, including within and outside the Services and any intellectual property Company develops therefrom, without credit or compensation to Customer, the Affiliate and/or the Authorized User, as applicable, and, in no event shall such Feedback be deemed intellectual property that forms part of the Services or Application.

v. Data Protection. In all manner of providing Services to the Authorized Users, Company shall comply with applicable legal requirements for privacy, data protection and confidentiality of communications. Such applicable legal requirements include the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts (201 CMR 17.00), the California Consumer Privacy Act of 2018 (the "**CCPA**"), and other applicable United States data protection laws at the state level and federal level, where and when applicable. Company shall not (i) sell PII as defined under the CCPA, or (ii) retain, use, or disclose PII for any purpose other than for the specific purpose of providing the Application and performance of the Services.

vi. The provisions of this Section shall survive the termination of these Terms and Conditions.

10. Confidentiality and Non-Disclosure; Data Privacy and Security.

i. For purposes hereof, "**Confidential Information**" shall mean all information and documentation, whether in hard copy or digital format, of a Party hereto that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity, (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning, (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists, (ii) policyholder, payroll account, agent, customer, supplier, or contractor information, (iii) information regarding business plans (strategic and tactical) and operations (including performance), (iv) information regarding administrative, financial, or marketing activities, (v) pricing information, (vi) personnel information, (vii) products and/or and services offerings (including specifications and designs), (viii)

Customer Data, (ix) intellectual property, or (x) processes (e.g., technical, logistical, and engineering), (d) with respect to information and documentation of Company, whether marked "Confidential" or not, consists of Software, (e) any Confidential Information derived from information of a Party hereto, or (f) is information not marked as "confidential" but is otherwise of a type that a reasonable person would deem such information as confidential. The term "Confidential Information" does not include any information or documentation that was: (w) already in the possession of the receiving entity without an obligation of confidentiality, (x) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights, (y) obtained from a source other than the disclosing entity, who to the receiving entity's knowledge, does not have an obligation of confidentiality and has a legal right to disclose, or (z) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

ii. The Parties acknowledge that each Party may be exposed to or acquire communication or data of the other Party that is confidential, privileged communication not intended to be disclosed to third parties. The Parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than (a) to employees, agents, officers, directors, advisors (including, without limitation, accountants, attorneys, consultants, and financial advisors) or subcontractors (collectively, "**Representatives**") of a Party hereto who have a need to know in connection with these Terms and Conditions or to use such Confidential Information for any purposes whatsoever other than the performance of these Terms and Conditions or use of the Services, or (b) to the extent required to do so by legal or regulatory authority, provided that in such instance the Receiving Party shall notify the disclosing Party of such request or requirement prior to disclosure, if permitted by law, so that the disclosing Party may seek an appropriate protective order and, in the event that a protective order or other remedy is not obtained, the disclosing Party shall furnish only that portion of the Confidential Information that it reasonably determines is consistent with the scope of the subpoena or demand. The Parties hereto agree to advise and require their respective Representatives of their obligations to keep such information confidential.

iii. Each Party shall use commercially reasonable efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each Party hereto shall advise the other Party promptly in the event either Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of these Terms and Conditions or was not authorized to view the Confidential Information (such as due to a security breach) and each Party will reasonably cooperate with the other Party in seeking injunctive or other equitable relief against any such person.

iv. Each Party acknowledges that breach of the obligation of confidentiality may give rise to irreparable injury to the other Party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, either Party may seek injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of the Party, the immediate termination, without penalty to the other Party, of these Terms and Conditions in whole or in part.

v. The provisions of this Section 10 shall survive the termination of the Subscription Agreement.

11. Miscellaneous.

i. Application and System Requirements.

a. The Services have been developed by Company and its licensors and is commonly referred to as a software-as-a-service solution, consisting of a defined set of Intellectual Property Rights (collectively, "**Software**"). The Application and related Services are to be used by Customer and Authorized Users as a commercial health insurance plan procurement, analysis, and sales software solution for Customer's internal business purposes ("**Intended Purpose**").

b. The Application supports the following desktop browsers: (a) Google Chrome®, Current version -1 : Current; (b) Mozilla® Firefox®, Current version -1 : Current, and (c) Apple ® Safari®, Current version -1 : Current.

c. For the most optimized PerfectQuote experience, the following are recommended computer and internet specifications:

1. Windows PC: Windows 10, Intel Core i5 or comparable processor (2015 or newer) with at least 4 GB of RAM (i3 or earlier and 2GB of RAM may cause application performance issues).
2. Mac: OS X "Panther" 10.13 or newer (OS X 10.11 or earlier may cause application performance issues).
3. Internet connection: 3 Mbps or higher (1.5Mbps is the minimum).
4. Exports are generated as an .xls or .xlsx file type requiring MS Excel;
5. Use of the application is not optimized for mobile devices or tablets.

ii. U.S. Government End-Users. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved hereby pursuant to the copyright laws of the United States.

iii. Arbitration. The sole and exclusive manner to resolve any dispute, claim or controversy arising out of or relating to the Subscription Agreement shall be through a formal arbitration proceeding submitted to the American Arbitration Association if the (A) good faith efforts to resolve the dispute have been unsuccessful and/or (B) any delay resulting from an effort to mediate such dispute could result in serious and irreparable injury to such Party. The arbitration shall take place in the State of Delaware and this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the federal laws of the United States of America and without giving effect to the principles of conflict of law rules of any jurisdiction. Any such arbitration must be conducted before a panel of arbitrators (one selected by each Party, and the third selected by mutual agreement between each Party's selected arbitrator). Judgment on the award may be entered in any court having jurisdiction thereof, subject to the limited judicial review provided for by applicable state law. The Parties consent and submit to the jurisdiction, venue and forum of the state and federal courts in the State of Delaware in all questions and controversies arising out of this Agreement. Nothing in the foregoing shall limit or apply to the seeking of injunctive relief pursuant to Section 10(iv) hereof.

iv. No Waiver; Cumulative Remedies. Except as otherwise stated herein, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. No waiver of any provision hereto shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

v. Attorney's Fees. In the event that any dispute between the Parties should result in arbitration, the prevailing party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of reasonable attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. For the purposes of this Section: (a) attorney fees shall include, without limitation, fees incurred in the following: (1) post judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation and (b) prevailing party shall mean the Party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise, or who achieves substantially the results sought whether by judgment, order, settlement or otherwise.

vi. Notices. Unless otherwise specifically identified herein: To Company: , all notices shall be sent via electronic correspondence to legal@perfectquote.io or to Company's physical mailing address, c/o: Legal Department. Delivery is deemed made by (i) traceable courier, (ii) delivery confirmation/return receipt required, or (iii) the third business day after sending by electronic correspondence; . To Customer: All notices may be sent to either the electronic correspondence address on file for the primary point of contact or authorized signatory on the Order Form or to the physical address for the Customer, c/o the primary point of contact or authorized signatory on the Order Form.

vii. Force Majeure. Neither Party will be responsible for failure or delay of performance if caused by labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes outside the reasonable control of the obligated Party, including but not limited to an electrical, internet, or telecommunications change or outage not caused by the obligated Party, 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.

viii. Assignment. Neither Party may assign any of its rights or obligations under the Agreement without the other Party's written consent (not to be unreasonably withheld) and any attempted transfer or assignment in violation of this Section shall be deemed null and void. Notwithstanding the foregoing, Company may assign the Agreement in part or in its entirety to an affiliate of the Company without Customer's consent or as part of a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. A request to assign any of a Party's rights or obligations under the Agreement must be made pursuant to Section 11(vi). Company shall notify Customer ("**Notice of Assignment**"), pursuant to Section 11(vi), of an assignment to a Company affiliate or as part of a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets, within five (5) business days of such assignment and provide such information in the notice as is reasonably necessary for Customer to exercise any rights related thereto as set forth herein.

ix. Amendment. These Terms and Conditions may be modified by Company, at Company's discretion, at any time. Notwithstanding the foregoing, modifications to these Terms and Conditions made during a Term will not become effective unless and until they are accepted by Customer pursuant to Section (2).

x. Entire Agreement. The Subscription Agreement is the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. These Terms and Conditions are in addition to any terms and conditions that may be set forth on the Order Form and is subject thereto. If there is a conflict or inconsistency between the Order Form and these Terms and Conditions, the Order Form will control. Except for Company's right to amend these Terms and Conditions pursuant to Section 11(x), no change to any other provision of the Subscription Agreement will be effective unless in writing and signed by an authorized signatory of the Party against whom the change is asserted.

xi. Versions. A copy of the Terms and Conditions at the time of Customer entering the Subscription Agreement, or any version thereafter, may be requested by the Customer at any time by emailing subscription@perfectquote.io. Notwithstanding the foregoing, Customer may access the most current version of the Terms and Conditions by accessing the URL link identified on the Order Form.

xii. Signature and Counterparts. The Order Form may be executed in two or more counterparts, with each counterpart constituting a single original agreement. The Parties agree that the Order Form may be signed by means of electronic signature technology pursuant to the U.S. Federal ESIGN Act and any applicable state laws. Signatures, originally signed by hand, but transmitted via e-mail as PDF files or by fax shall also be deemed valid and binding original signatures.

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