DEVELOPMENT SERVICES TERMS AND CONDITIONS AND LICENSE

THIS DEVELOPMENT SERVICES TERMS AND CONDITIONS AND LICENSE ("**Terms and Conditions**") is entered into by and between Company and Customer in connection with Customer's request for custom development services related to a macro-enabled spreadsheet converter file to be used with a spreadsheet export generated through the Application. These Terms and Conditions are in addition to the terms and conditions that may be set forth on the Order Form and subject thereto. Company and Customer shall hereinafter be respectively referred to as a "**Party**" and, collectively, as the "**Parties**."

WHEREAS, Customer is entering into a subscription agreement (the "**Subscription**") to leverage Company's commercial health benefits plan presentation, analysis and sales software application commercially known as "PerfectQuote" (the "**Application**");

WHEREAS, as part of the services offered with the Subscription, Company provides Customer with the ability to export an excel spreadsheet (the "**Spreadsheet**") that displays health benefits plan information and rates, among other information, and contains Intellectual Property of Company, including cell background colors, font colors, and other copyrighted material (collectively referred to as the "**Attributes**"); and

WHEREAS, in anticipation of the Subscription, Customer desires to engage Company to develop and license a macro-enabled excel file (the "**File**") that will modify the Attributes of the Spreadsheet when the Spreadsheet is independently processed by the File.

1. **SERVICES**

Company shall develop and deliver the File (the "**Services**") at the request of Customer pursuant to the specifications to be identified on in conformance with the attached Exhibit 1 ("**Specifications**").

The completion of Services and acceptance thereof by Customer shall be determined by (i) the delivery and successful demonstration of the File satisfying the Specifications (a "**Demonstration**") and (ii) subject to either Section 4(i) or Section 4(ii) herein ("**Acceptance**").

Notwithstanding the foregoing, the Customer may reject the Demonstration (or any subsequent Demonstration in connection with the File's approval by Customer) by emailing Company at subscription@perfectquote.io within three (3) calendar days of the date of the Demonstration identifying the issues causing Customer's rejection of the Demonstration (a "**Rejection**"). Thereafter, the Parties shall continue to work together to resolve the reasons for the Rejection and continue to schedule Demonstrations as needed until Customer's approval or termination of this Development Agreement under Section 4(iii).

Customer acknowledges that Company is not obligated to provide any ongoing support and maintenance services, updates, versions, or new releases for the File once approval has been given. Any service requests by Customer shall be managed through a separate Order Form indicating work to be provided and the fees associated therewith.

2. **FEES AND PAYMENT**

Customer agrees to pay the fees identified on the Order Form for the Services. The fees shall be invoiced upon execution of the Order Form. Unless otherwise indicated on an Invoice, payments on invoices shall be paid by Customer and due on receipt. Customer shall pay in United States dollars in readily available funds. Services shall not commence unless and until payment of the fees has been received.

3. **INTELLECTUAL PROPERTY RIGHTS AND LICENSE**

3.1 INTELLECTUAL PROPERTY

"**Intellectual Property**" shall mean any and all intellectual property rights anywhere in the world whether registrable or not and whether now known or arising hereafter, including, patent, trademarks, service marks, trade names, business names, designs, copyright, database rights and related rights, topography rights, trade secrets, know-how as well as applications for and the right to take action in respect of such rights, and references herein to "Intellectual Property" will be construed accordingly.

Customer's ownership of Intellectual Property in the File shall be limited to those graphical representations, concepts, graphics designs, and copy presented to Company by Customer which are incorporated into the File (collectively, "**Customer Materials**"). Except for the Customer Materials, the Parties agree that Company is and shall be considered the author of the File and that Company and/or its licensors, as applicable, shall at all times be the sole owner of all rights, title and interest, including all other remaining Intellectual Property rights in and thereto.

If and to the extent that any jurisdiction deems that the File is a "work made for hire" owned by Customer, or to the extent that the File consists of Intellectual Property rights other than or in addition to the Customer Materials, then Customer hereby irrevocably assigns to Company, without any compensation to Customer by Company, all rights, title and interest (including all Intellectual Property rights) in and to such materials. To the extent that any of Company's rights in the File, including any moral rights, are not capable of assignment under applicable law, Customer hereby irrevocably and unconditionally waives all enforcement of such rights against Company, and each of its assigns, successors in interest and licensees.

The Customer unconditionally warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Company and/or its assigns for inclusion in the File are owned by the Customer, or that the Customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Company its assigns and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Customer.

3.2 LICENSE

Notwithstanding anything to the contrary, Company is hereby granting to Customer a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully-paid-up right and license to install, use, operate, reproduce, distribute, make, have made, modify and create derivative works from the File.

For purposes of this Development Agreement, Customer is providing Company a limited use license to incorporate the Customer Materials into the File. Company expressly disclaims any right, title or interest in and to the Customer Materials and shall not, except as provided for herein, use, exploit, commercialize or similar activity, the Customer Materials for its own account, including its affiliates, subcontractors or third-parties.

4. TERM AND TERMINATION

This Development Agreement shall be a limited engagement for the purpose of completing the Services by Company. The term of this Development Agreement shall conclude upon the earlier of:

(i)   Execution of Section 2 of the Specifications; or

(ii)   in the absence of a written communication under (i) or a Rejection(s) of the File by Customer, then ten (10) days after Company demonstrates the File, which shall be deemed an approval thereof by Customer.

5. WARRANTIES

Company shall not use any Intellectual Property of any third-party in conjunction with Customer Materials that prevents the delivery of the Services by Company or use of the File by Customer as provided herein by and through the license without Customer's written consent.

6. LIMITATION OF LIABILITY

Under no circumstances shall Company, its contracted providers, officers, agents, or anyone else involved in creating, producing, or distributing the File be liable for any direct, indirect, incidental, special or consequential damages that result from (A) the use of or inability to use the File or (B) that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction, programs or services.

THE TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) TO THE OTHER SHALL NOT EXCEED THE DEVELOPMENT FEE (AS DEFINED IN SECTION 2). THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL IN THEIR ESSENTIAL PURPOSE.

7. INDEMNIFICATION OBLIGATIONS

7.1 CUSTOMER INDEMNITY

Customer agrees that it shall defend, indemnify, save and hold Company, its officers and employees, harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, (collectively "Liabilities") to the extent they arise or result from Customer's use of the File. Customer agrees to defend, indemnify and hold harmless Company against Liabilities arising out of (i) any injury to any person or property caused by any products sold or otherwise distributed by Customer in connection with the File; (ii) any material supplied by Customer infringing or allegedly infringing on the intellectual property rights of a third party.

7.2 COMPANY INDEMNITY

Company shall indemnify and hold harmless Customer (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Customer as a result of any claim, judgment, or adjudication against Customer arising from a claim that Customer's use of the File infringes Intellectual Property rights of a third party or arising from a claim which results from Company's breach of the warranties and representations contained in this Development Agreement.

7.3 INDEMNIFICATION PROCEDURE

Promptly after receipt by a person entitled to indemnification pursuant to the foregoing Section 7.1 or 7.2 (the "Indemnified Party") of notice of the commencement of any action, the Indemnified Party will, if a claim in respect thereof is to be or has been made against a party who has agreed to provide indemnification under Section 7.1 or 7.2 (an "Indemnifying Party"), promptly notify in writing the Indemnifying Party of the commencement thereof; but the omission to so notify the Indemnifying Party will not relieve it from any liability which it may have to the Indemnified Party except to the extent the Indemnifying Party is prejudiced by the delay or failure to notify it. The Indemnifying Party shall have the right, upon written notice delivered to the indemnified party (the "Indemnified Party") within thirty (30) days thereafter, to assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements

of such counsel. In any action or proceeding with respect to which indemnification is being sought hereunder, the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such action, shall have the right to participate in such litigation and to retain its own counsel at such party's own expense. The Indemnifying Party or the Indemnified Party, as the case may be, shall at all times use reasonable efforts to keep the Indemnifying Party or the Indemnified Party, as the case may be, reasonably apprised of the status of the defense of any action the defense of which they are maintaining and to cooperate in good faith with each other with respect to the defense of any such action.

No Indemnified Party may settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless (i) simultaneously with the effectiveness of such settlement, compromise or consent, the Indemnifying Party pays in full any obligation imposed on the Indemnified Party by such settlement, compromise or consent and releases in full any and all liability against the Indemnified Party and (ii) such settlement, compromise or consent does not contain any equitable order, judgment or term which in any manner affects, restrains or interferes with the business of the Indemnified Party.

8. INDEPENDENT CONTRACTOR STATUS

The relationship of Company to Customer will be that of an independent contractor, and neither Company nor any employee of Company will be deemed to be an agent or employee of Customer. It is expressly understood that this undertaking is not a joint venture.

9. NOTICES

Unless otherwise indicated herein, any written notice or demand required by this Development Agreement shall be sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, or other guaranteed delivery to the other party at the address set forth herein. The notice shall be effective (a) as of the date of delivery if the notice is sent by personal delivery, overnight commercial courier or other guaranteed delivery, and (b) as of five (5) days after the date of posting if the notice is transmitted by registered or certified mail.

10. ENTIRE AGREEMENT

Except as stated below, this Development Agreement and all exhibits, schedules set forth the entire agreement between the Parties with regard to the subject matter hereof and no other agreements, representations, or warranties have been made by either Party to the other with respect to the subject matter of this Development Agreement, except as referenced herein. This Development Agreement may be amended only by a written agreement signed by both Parties. Notwithstanding the foregoing, the Parties understand and agree that the confidentiality agreement entered into by the Parties prior hereto remains in full force and effect.

11. DISPUTES

Customer and Company agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Development Agreement through negotiation. Should the Parties fail to resolve any such disagreement, any controversy or claim arising out of or relating to this Development Agreement, including without limitation, the interpretation or breach thereof, then either Party may seek judicial resolution, through litigation or otherwise.

12. SIGNATURE AND COUNTERPARTS

The Order Form may be executed in two or more counterparts, with each counterpart constituting a single original. The Parties agree that this Development Agreement 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.

13. ASSIGNMENT

Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party, except either Party may assign the Development Agreement in its entirety without the other Party's consent to as part of a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

Exhibit 1

Specifications

Spreadsheet	Requested Modification
Cell Color: #06A783 (Green)	
Cell Color: #1D4FF7 (Ocean Blue)	
Cell Color: #078EC0 (Seafoam Blue)	
Cell Color: #167BD4 (Medium Blue)	
Font Color: #000000 (Black)	
Font Color: #FFFFFF (White)	
Copy: Cover Page (i) Cell C4: [Name of Firm] / Font Size (ii) Cell C9: [Name of Group] / Font Size (iii) Cell C10: [Date] / Font Size (iv) Cell C15: [Presented By] / Font Size (v) Cell C16: [Name of User] / Font Size (vi) Logo/Images: (vii) Other:	
Copy: Disclaimer Page (i) Cell A1: [Disclaimer Page Title] (ii) Cell A3: [Disclaimer 1] (iii) Cell A5: [Disclaimer 2] (iv) Cell A7: [Disclaimer 3] (v) Cell A9: [Disclaimer 4]	
Hidden Rows (1) Tab ____ ; Row _____	

Section 2

The Deliverables identified above have been delivered and approved by Customer.

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By:

Date: