

Master Subscription Agreement

This Insurance Apps LLC Master Subscription Agreement ("Agreement") entered into as of the date of subscription or free trial governs Your purchase and ongoing use of the Insurance Apps LLC Services. This Agreement is between Insurance Apps LLC and You.

1. DEFINITIONS

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of such entity.
- 1.2. "Agreement" means this Insurance Apps LLC Master Subscription Agreement, including terms of use, any Order Forms, whether written or submitted online, and materials available on the Insurance Apps LLC website (www.insuranceapps.com) specifically incorporated by reference herein, including the Insurance Apps LLC Privacy Statement (www.insuranceapps.com/privacy) and Insurance Apps LLC documentation (help.insuranceapps.com) as such materials may be updated by Insurance Apps LLC from time to time in its sole discretion.
- 1.3. "Content" means the audio and visual information, documents, software, products and services contained or made available to You in the course of using the Insurance Apps LLC Services.
- 1.4. "Data" means information created and stored in the Insurance Apps LLC platform and data generated by Insurance Apps LLC Services to define and display Your user interfaces.
- 1.5. "Effective Date" means the earlier of either the date this Agreement is accepted or the date You begin using the Insurance Apps LLC Service.
- 1.6. "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, licenses and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- 1.7. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 1.8. "Order Form" means the form evidencing the initial subscription for the Insurance Apps LLC Services and any subsequent Order Forms submitted online or in written form, specifying, among other things, the number of subscriptions and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of the Order Form shall prevail).
- 1.9. "Purchased Insurance Apps LLC Services" means Insurance Apps LLC Services that You or Your affiliates purchase, as distinguished from those provided pursuant to a seven (7) day Free Trial.

- 1.10. "Service Administrator" means those Users designated by You who are authorized to purchase Insurance Apps LLC Services subscriptions and to create user accounts and otherwise administer Your use of the Service.
- 1.11. "Service Term" means the period(s) during which a specified number of Users are licensed to use the Insurance Apps LLC Service pursuant to the Order Form(s).
- 1.12. "Insurance Apps LLC" means Insurance Apps LLC, a Tennessee limited liability company doing business as Fleet Apps.
- 1.13. "Insurance Apps LLC Data" means metadata You create with the Insurance Apps LLC Services and any customizations made to or with the Insurance Apps LLC Services.
- 1.14. "Insurance Apps LLC Services" means the online, Web-based applications provided by Insurance Apps LLC that are ordered by You as part of a seven (7) day Free Trial, Purchased Insurance Apps LLC Services, or under an Order Form, including any associated online or offline components, but excluding Third-Party Applications. Insurance Apps LLC Services include software, Content, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to You by Us in providing the Insurance Apps LLC Services.
- 1.15. "Insurance Apps LLC Subscription Services" means Insurance Apps LLC Services.
- 1.16. "Term" means the contract term, beginning on the Effective Date and ending on the Contract End Date, specified on the applicable Order Form and any extension or continuation thereof.
- 1.17. "Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Insurance Apps LLC Services, and are identified as third-party applications.
- 1.18. "User Guide" means the online documentation for the Insurance Apps LLC Services, accessible through <http://Insuranceapps.com>, as updated from time to time.
- 1.19. "Users" means individuals who are authorized by You to use the Insurance Apps LLC Services, for whom subscriptions to a Insurance Apps LLC Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.
- 1.20. "We," "Us" or "Our" means Insurance Apps LLC.
- 1.21. "You" or "Your" means the company or other legal entity which is accepting this Agreement and Affiliates of that company or entity and/or the individual entering this Agreement on behalf of such entity, as indicated by the context.

2. GENERAL TERMS

- 2.1. By accepting this Agreement, either by executing an Order Form that references this Agreement or by signing this Agreement, You agree to the terms of this Agreement. You represent that You are entering into this Agreement on behalf of a company or other legal

entity, and that You have the authority to bind such entity to this Agreement. If You do not have such authority, or if You do not agree with these Terms and Conditions, You must not accept this Agreement and may not use the Insurance Apps LLC Services.

- 2.2. You may not access the Insurance Apps LLC Services if You are a direct competitor of Insurance Apps LLC, except with the prior written consent of Insurance Apps LLC. In addition, You may not access the Insurance Apps LLC Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, competitive or anti-competitive purposes.
- 2.3. To access the Insurance Apps LLC Services You acknowledge that You have agreed to terms of this Master Subscription Agreement.
- 2.4. This Agreement is effective between You and Insurance Apps LLC as of the date of the last signature on this Agreement ("Effective Date")

3. SEVEN (7) DAY FREE TRIAL

- 3.1. Free-trial term. We may make Insurance Apps LLC Services available to You on a trial basis free of charge until the earliest of (a) the thirtieth (30th) day after Your acceptance of this Agreement or (b) the start date of any Purchased Insurance Apps LLC Services ordered by You. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.
- 3.2. Free-trial Data. Any Insurance Apps LLC Data You create with the Insurance Apps LLC Services and any customizations made to or with the Insurance Apps LLC Services by or for You during Your seven (7) day Free Trial will be inaccessible to You after the Free-trial term unless You purchase a subscription to the same Insurance Apps LLC Services as those covered by the Trial, purchase upgraded Insurance Apps LLC Services, or export such Insurance Apps LLC Data, before the end of the seven (7) day Trial Period.
- 3.3. Free-trial Users. You will have the right to use the Insurance Apps LLC Service for up to seven (7) days, or any other period authorized by Insurance Apps LLC, You cannot be employed by or providing services for competitors of Insurance Apps LLC, after the Free Trial Your right to use the Insurance Apps LLC Service will terminate if You have not upgraded to a paid subscription via Purchased Insurance Apps LLC Services.
- 3.4. Free-trial warranty. Notwithstanding Section 11 (Warranties and Disclaimers), during the seven (7) day Free Trial the Insurance Apps LLC Services are provided "AS-IS" without any warranty.
- 3.5. Free-trial support services. We may, but shall have no obligation to provide support during the Free Trial for Your use of the Insurance Apps LLC Service either telephonically or on-line.
- 3.6. Free-trial restrictions. User subscriptions cannot be shared or used by more than one individual user but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Insurance Apps LLC Service.

4. PURCHASED INSURANCE APPS LLC SERVICES

- 4.1. Provision of Purchased Insurance Apps LLC Services. We shall make the Purchased Insurance Apps LLC Services available to You pursuant to this Agreement and the relevant Order Form(s) during the Term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.
- 4.2. User Subscriptions. Unless otherwise specified in the applicable Order Form:
 - 4.2.1. Insurance Apps LLC Services are purchased as user subscriptions and may be accessed by no more than the specified number of Users of the subscription type(s) defined in the applicable Order Form(s);
 - 4.2.2. Additional user subscriptions may be added during the subscription term per Section 7 (Fees and Payment);
 - 4.2.3. Additional user subscriptions will be separate;
 - 4.2.4. The added user subscriptions shall terminate pursuant to their terms;
 - 4.2.5. User subscriptions are for designated Users and subscription user types and user subscriptions cannot be shared or used by more than one user;
 - 4.2.6. User subscriptions of one type may not be assigned to user subscriptions of another type as defined on the applicable Order Form(s); and,
 - 4.2.7. Subscriptions of the same user subscription type may be reassigned to new Users of the same user subscription type, replacing former Users who shall have no further use of the Insurance Apps LLC Services during the Term.

5. USE OF THE INSURANCE APPS LLC SERVICES

- 5.1. Insurance Apps LLC's Responsibilities
 - 5.1.1. We shall provide the Purchased Insurance Apps LLC Services only according to applicable laws and government regulations.
 - 5.1.2. For Purchased Insurance Apps LLC Services, unless otherwise indicated on an Order Form, We shall provide basic online support services, including (i) online help webpages and user documentation for the Insurance Apps LLC Services at Insuranceapps.com at no additional charge, Insurance Apps LLC may, but shall have no obligation to provide basic online support services for the seven (7) day Free Trial of the Insurance Apps LLC Services.
 - 5.1.3. Upgraded support shall be provided if purchased separately. We may provide telephone support if You purchase upgraded support options.
 - 5.1.4. For Purchased Insurance Apps LLC Services, unless otherwise specified on an applicable Order Form, We shall provide online access to updates of the Insurance Apps LLC Services during the Term.

- 5.1.5. **All of Your Data shall be protected for Your use only. We will not use any of your Data for any competitive purpose or to our benefit, other than as needed to provide and improve the services herein.**

5.2. Your Responsibilities

- 5.2.1. Responsibilities. The Insurance Apps LLC Service is provided solely for Your benefit, and for the benefit of any parent, subsidiary or affiliate of Yours specified on an applicable Order Form(s) as acceptable to Insurance Apps LLC. You shall not provide access to Insurance Apps LLC Services to any parent, affiliate or subsidiary organized or existing under the laws of a country or territory embargoed by the United States. You shall:

5.2.1.1. Be responsible for Users' compliance with this Agreement, including providing periodic reports to Insurance Apps LLC to verify the number and type of Insurance Apps LLC Services user subscriptions are in use, if requested by Insurance Apps LLC. Reports will not be requested by Insurance Apps LLC more than once per calendar quarter.

5.2.1.2. You acknowledge that the Insurance Apps LLC Service may experience interruptions arising out of limitations, delays, and other problems commonly occurring in the use of the internet, use of other cloud platforms, and use of computer communications. You acknowledge that Insurance Apps LLC is not responsible for damages, including, but not limited to, incidental or consequential damages arising from such interruptions.

5.2.2. Prohibited Uses. You may not:

5.2.2.1. Make the Insurance Apps LLC Services available to anyone other than Your Users,

5.2.2.2. Permit access to the Insurance Apps LLC Service to a competitor of Insurance Apps LLC, except with Our prior written consent,

5.2.2.3. Sell, resell, rent or lease the Insurance Apps LLC Services,

5.2.2.4. Use the Insurance Apps LLC Services to store, transmit, or publish infringing, libelous, or otherwise unlawful or tortious material, material in violation of third-party privacy rights, personal information in violation of any applicable law, financial information of Your members or constituents, or material containing computer viruses, "Trojan horse" software, logic bombs, or other malicious computer code, files, scripts, agents or programs,

5.2.2.5. Reverse engineer or access the Insurance Apps LLC Services to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Insurance Apps LLC Services, (c) copy any ideas, features, functions or graphics of the Insurance Apps LLC Services; or (d) modify or make derivative works based upon the Insurance Apps LLC Services or the Content.

5.2.2.6. Provide access to Insurance Apps LLC Services to any user, parent, affiliate or subsidiary organized or existing under the laws of a country or territory embargoed by the United States.

5.2.3. Usage Limitations. Insurance Apps LLC Services may be subject to other limitations as described in Your Master Subscription Agreement and specified in the User Guide, such as, for example, limits on disk storage space.

6. FEES AND PAYMENT FOR PURCHASED INSURANCE APPS LLC SERVICES

6.1. User Fees. You shall pay all fees specified in all Order Forms hereunder. You shall pay all fees or charges to Your account according to the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total user subscriptions requested times the user subscription fee currently in effect. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on Insurance Apps LLC Services purchased and not actual usage, (iii) payment obligations are noncancelable and fees paid are nonrefundable. User subscription fees are based on periods that begin on the subscription start date and every month or as otherwise mutually agreed upon and described on an Order Form.

6.2. Invoicing and Payment. You will provide Us with valid and updated credit card information; or a valid purchase order or alternative documents reasonably acceptable to us. If You provide credit card information to Us, You authorize Us to charge such credit for all Insurance Apps LLC Services listed in the Order Form. Such charges shall be made in advance, either annually or according to any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise according to the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due before use.

6.2.1. Billing Information. You agree to provide Us with complete and accurate billing and contact information. This information includes Your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Service Administrator. You agree to update this information within seven (7) days of any change to it. If the contact information You have provided is fraudulent, We reserve the right to terminate Your access to the Insurance Apps LLC Services in addition to any other legal remedies.

6.2.2. Renewals. We charge and collect in advance for use of the Insurance Apps LLC Services. Upon thirty (30) days' prior written approval from You to Us, Your user subscriptions shall renew for an additional period equal to one month. We will offer to renew and issue an invoice to You each year for annual subscriptions. The renewal charge will be equal to the then-current number of total user subscriptions times the then-current, generally applicable subscription fee unless specified otherwise on an applicable Order Form.

6.2.3. Additional Subscriptions. An authorized Service Administrator may add subscriptions by executing an additional written Order Form. Added subscriptions will be subject to the following: (i) added subscriptions will be coterminous with the preexisting Term (either

initial Term or renewal Term); (ii) the subscription fee for the added subscriptions will be the then-current, generally applicable subscription fee; and (iii) subscriptions added in the middle of a billing month will be charged in full for that billing month.

- 6.3. Suspension of Insurance Apps LLC Services and Acceleration. If any amount owing by You under this or any other Agreement for Insurance Apps LLC Services is thirty days (30) or more days overdue or ten (10) or more days overdue in the case of amounts You have authorized Us to charge to Your credit card, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Insurance Apps LLC Services until such amounts are paid in full.
- 6.4. Payment Disputes. Billing is all monthly, automatically handled by Stripe. Pay-in-advance. We get emailed if a subscription cancels for non-pay and we delete their user id.
- 6.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "taxes"). You are responsible for paying all taxes that may be associated with Your purchases hereunder. If We pay or collect taxes for which You are responsible, any amount paid by Us, plus all costs and expenses incurred by Us relative to such taxes shall be invoiced to and paid by You.
- 6.6. Additional Insurance Apps LLC Services Fees. Additional Insurance Apps LLC services will be provided and charged pursuant to a Master Professional Services Agreement in substantially the same form as Exhibit A, attached hereto and incorporated by reference.
- 6.7. Reconnection Fee. We reserve the right to impose a reconnection fee in the event You are suspended and thereafter request access to the Insurance Apps LLC Services.

7. PROPRIETARY RIGHTS

- 7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Insurance Apps LLC Services and the Intellectual Property Rights, including all related Intellectual Property Rights. No rights are granted to You hereunder other than as expressly set forth herein. We alone (and Our licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to Our technology, Content and the Insurance Apps LLC Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Insurance Apps LLC Service. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Insurance Apps LLC Service, Our technology or the Intellectual Property Rights owned by us. The Insurance Apps LLC name, logo, and product names associated with the Insurance Apps LLC Service are trademarks of Insurance Apps LLC and no right or subscription is granted to use them.
- 7.2. Restrictions. You shall not (i) permit any third party to access the Insurance Apps LLC Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Insurance Apps LLC Services, (iii) copy, frame or mirror any part or Content of the Insurance

Apps LLC Services, other than for Your own internal business purposes, (iv) reverse engineer the Insurance Apps LLC Services, or (v) access the Insurance Apps LLC Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Insurance Apps LLC Services.

- 7.3. Ownership of Your Data. You retain all right, title and interest in and to any Data, information or materials provided by You, including Insurance Apps LLC Data, subject to the terms of the Master Subscription Agreement.
- 7.4. Suggestions. We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual subscription to use or incorporate into the Insurance Apps LLC Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the Insurance Apps LLC Services.
- 7.5. Federal Government End Use Provisions. We provide the Insurance Apps LLC Services, including related software and technology, for ultimate federal government end use solely according to the following: Government technical data and software rights related to the Insurance Apps LLC Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided according to FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data — Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.
- 7.6. Infringement. You will promptly notify Us if You learn of a violation of any of Our Intellectual Property Rights. We may, but will not be obligated to prosecute such violation at Our expense and to retain the full amount of any sums recovered as damages. You will provide Us with reasonable cooperation in any such action at Our expense. Provided, however, if any violation relates to Your or any of Your user's actions or failure to act, You shall be responsible for all expenses, including attorney fees associated therewith as determined by a court of competent jurisdiction or other trier of fact, to the extent that such action is finally determined to have resulted from Your gross negligence or willful misconduct.

8. INTELLECTUAL PROPERTY CLAIMS.

- 8.1. We Will Defend Certain Claims. We will defend You against a claim that the Insurance Apps LLC Services infringe a third-party patent or copyright enforceable in the country of initial acceptance of the Insurance Apps LLC Service, and pay any final judgment or settlement agreed to by Us relating to such claim. We shall have no obligation to You to the extent such claim is caused by (i) any modification of the Insurance Apps LLC Services not performed by Us or (ii) any failure to use corrections or enhancements made available to You that would have rendered the Insurance Apps LLC Services non-infringing, or (iii) any use of the Insurance Apps LLC Services in combination with any product or information not supplied or recommended by Us except where combination is required to utilize the Insurance Apps LLC Services.

- 8.2. Our Options. If an injunction is issued against the use of the Insurance Apps LLC Service by You due to a covered infringement, or if in Our judgment any Insurance Apps LLC Service is likely to become the subject of a successful claim of infringement, We may at Our option and expense: (i) procure for You the right to use the Insurance Apps LLC Service as provided in this Agreement, (ii) replace or modify the Insurance Apps LLC Service so it becomes noninfringing, or if options (i) and (ii) are not available despite Our commercially reasonable efforts, (iii) terminate the subscriptions granted hereunder, accept the return of all copies of the Insurance Apps LLC Service in Your possession and refund to You an amount equal to the depreciated Subscription Fee paid by You for the remaining term. In the event of any infringement of third party rights by the Insurance Apps LLC Service or other materials or services furnished by Us or the use thereof by You or Your Users, the remedies under this Section 9 are Your sole and exclusive remedy.
- 8.3. Your Requirements. Our obligations in this Section 9 are void if You fail to (i) give Us commercially reasonable and prompt written notice of any claim; (ii) provide Us with sole control and conduct of the defense of any such claim; or (iii) provide reasonable cooperation in the defense or settlement of any such claim.

9. CONFIDENTIALITY.

- 9.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Insurance Apps LLC Services and all pricing terms, and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without the breach of any obligation owed to the Disclosing Party.
- 9.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (i) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have

signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

- 9.3. **Protection of Your Data.** Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (i) modify Your Data, (ii) disclose Your Data except as compelled by law according to Section 10.5 (Compelled Disclosure) or as expressly permitted in writing by You, or (iii) access Your Data except to provide the Insurance Apps LLC Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.
- 9.4. **Privacy and Disclosure.** Our privacy policy may be viewed at <http://www.insuranceapps.com>. We reserve the right to modify Our privacy policy at Our reasonable discretion from time to time. Users may be asked whether or not they wish to receive marketing and other noncritical Insurance Apps LLC Service-related communications from Us from time to time. Users may opt out of receiving such communications at that time or at any subsequent time by changing their preference under Personal Setup. Note that because the Insurance Apps LLC Service is a hosted, online application, We occasionally may need to notify all Users of the Insurance Apps LLC Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Insurance Apps LLC Service.
- 9.5. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prompt prior notice of such compelled disclosure to allow the Disclosing Party a reasonable opportunity to contest the disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil or criminal proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. You agree that We can disclose the fact that You are a customer of Insurance Apps LLC (i) in the ordinary course of business, and (ii) for promotional or other purposes which may include use of Your company logo to identify You as a Insurance Apps LLC customer on the Insurance Apps LLC website and Insurance Apps LLC marketing publications.
- 9.6. **Customer Reference Program.** You agree to participate in the Insurance Apps LLC Customer Reference Program which may include participation in: i) Insurance Apps LLC Customer Advisory board, ii) Insurance Apps LLC Beta Release program, iii) reference calls with other companies that are evaluating Insurance Apps LLC, and iv) print or video testimonials. Your approval to participate in Insurance Apps LLC Customer Reference Program activities will not be reasonably withheld.

10. WARRANTIES AND DISCLAIMERS

- 10.1. **Limited Warranty.** Insurance Apps LLC does not guarantee or warrant that the Insurance Apps LLC Services will properly function with the software of any third party unless specifically so stated herein. Insurance Apps LLC warrants that the Insurance Apps LLC Services will perform substantially in accordance with the User Guide, so long as You follow the instructions provided. The foregoing warranty is void if the failure of the Insurance Apps LLC Services is due to Your act or failure to act (including, but not limited to, using the latest version or updates made available to You at no cost by Insurance Apps LLC), the acts of others, or events beyond Insurance Apps LLC's reasonable control. Any replacement Insurance Apps LLC Services will be warranted for the remainder of the original warranty period, if any.
- 10.2. **Limitation of Warranty.** You understand and agree that the Insurance Apps LLC Service is provided "as is" and, other than as expressly stated in Section 11.1, Insurance Apps LLC disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or noninfringement. Insurance Apps LLC makes no warranty or representation regarding the results that may be obtained from the use of the Insurance Apps LLC Service, regarding the accuracy or reliability of any information obtained through the Insurance Apps LLC Service, or that the Insurance Apps LLC Service will meet Your requirements, or be uninterrupted, timely, secure or error free. Use of the Insurance Apps LLC Service is at Your sole risk. Any material and/or Data downloaded or otherwise obtained through the use of the Insurance Apps LLC Service is at Your own discretion and risk. Except with respect to breach of Section 9 (Intellectual Property Claims), Section 10 (Confidentiality) and Section 12.1 (Indemnification by us), You will be solely responsible for any damage to You resulting from the use of the Insurance Apps LLC Service. Except with respect to breach of Section 9 (Intellectual Property Claims), Section 10 (Confidentiality), Section 11.1 (Limited Warranty) and Section 12.1 (Indemnification by us), the entire risk arising out of use or performance of the Insurance Apps LLC Service remains with You.
- 10.3. **Mutual Warranties.** Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code.
- 10.4. **Disclaimer.** Except as expressly provided herein, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

11. MUTUAL INDEMNIFICATION

- 11.1. **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Insurance Apps LLC Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not, without Your prior approval, settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

- 11.2. Indemnification by You. You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Insurance Apps LLC Services are inconsistent with this Agreement to the extent that those Claims are finally determined to have resulted from Your gross negligence or willful misconduct in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not, without Our prior approval, settle any Claim unless the settlement unconditionally release Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.
- 11.3. Exclusive Remedy. This Section 12 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

12. LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES

- 12.1. Limitation of Liability. Except with respect to breaches of Section 9 (Intellectual Property Claims), Section 10 (Confidentiality), or Section 12.1 (Indemnification by Us), We will not be liable to You for any claim arising under or relating to the Agreement, the Insurance Apps LLC Services or any other services provided by Us under any theory of liability including contract, strict liability, indemnity, tort (including negligence), or otherwise, or for any special, indirect, incidental, exemplary, punitive, consequential damages, loss of revenues or loss or inaccuracy of Data or cost of procurement of substitute goods, services or technology. Limitation of Liability for transfer of Your Data is governed by Your Master Subscription Agreement.
- 12.2. Exclusion of Consequential and Related Damages. Except with respect to breaches of Section 9 (Intellectual Property Claims), Section 10 (Confidentiality), or Section 12.1 (Indemnification by Us), in no event shall either party have any liability to the other party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

13. TERM AND TERMINATION

- 13.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all user subscriptions granted according to this Agreement have expired or have been terminated. If You elect to use the Insurance Apps LLC Services for a seven (7) day Free Trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the seven (7) day Free Trial period. In addition, We may terminate a Free Trial at any time for any reason or no reason in Our sole discretion. If either party fails to comply with any provision of this Agreement, either party may terminate this Agreement upon seven (7) days' written notice to the other party.
- 13.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the Effective Date and continue for the subscription term specified therein. Your user subscriptions shall renew for an additional period equal to one month.

- 13.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 13.4. Refund or Payment upon Termination. Upon any termination for cause by You, Your subscription will continue until the monthly due date. Upon any termination for cause by Us, Your payment obligations also end on the date that We terminate the Agreement. You shall pay any unpaid fees otherwise due as of the termination date.
- 13.5. Return of Your Data. Return of Your Data is governed by Your Master Subscription Agreement.
- 13.6. Surviving Provisions. Section 7 (Fees and Payment for Purchased Insurance Apps LLC Services), 8 (Proprietary Rights), 9 (Intellectual Property Claims), 10 (Confidentiality), 11.3 (Disclaimer), 12 (Mutual Indemnification), 13 (Limitation of Liability), 14.4 (Refund or Payment upon Termination), 15 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 16 (General Provisions) shall survive any termination or expiration of this Agreement.

14. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

- 14.1. General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit relative to this Agreement are as follows:

You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
Insurance Apps LLC 832 Georgia Ave., Ste. 510 Chattanooga, TN 37402	President	Tennessee and controlling United States	The state courts of Chattanooga, Hamilton County, Tennessee (to the exclusion of the federal courts).

- 14.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for

Your relevant Insurance Apps LLC Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

- 14.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.
- 14.4. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

15. GENERAL PROVISIONS

- 15.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Insurance Apps LLC Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) You shall not permit Users to access or use Insurance Apps LLC Services in violation of any U.S. export embargo, prohibition or restriction, and (iv) You will not export, re-export, divert, transfer or disclose any portion of the Insurance Apps LLC Service or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.
- 15.2. Encryption Technology. This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/200D.
- 15.3. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 15.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 15.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 15.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 15.7. Attorney Fees. The breaching party shall pay on demand all of the other party's attorney fees and other costs incurred by the other party to collect any fees or charges due to the other party under this Agreement following the breaching party's breach of Section 7.3 (Invoicing and Payment) and for any other breach of this Agreement.
- 15.8. Language and Headings. This Agreement has been prepared in the English language and such version shall be controlling in all respects and any non-English version of this Agreement is

solely for accommodation purposes. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

- 15.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 15.10. Entire Agreement. This Agreement, including all addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any addendum hereto or any Order Form, the terms of such addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 15.11. Force Majeure. Neither party shall be liable to the other for any loss or damage due to delay or failure to perform due to a force majeure event.

No signature required – Your use of the software confirms your acceptance and acknowledgment of the terms of this Agreement.

In the event of data mishaps with record-level security, we must be notified immediately and the user is not to utilize another user's information for their benefit. You also agree not to disclose any information learned that does not belong to You.

Billing is automatic, and pay-as-you-go per Stripe user terms & conditions. (See website)