

THESE TERMS APPLY WHERE THE STANDARD TERMS LINK AT THE TOP OF THIS PAGE ARE NOT THE GOVERNING TERMS OF THE UNDERLYING ORDER.

1. Vertafore Solutions.

1.1 License Grant. Subject to Customer's compliance with the Agreement, including payment of all Charges due hereunder, Vertafore grants to Customer a revocable, limited, non-exclusive, non-transferable License to access and use Business Process Analytics according to the License Metric specified in the applicable Order solely in connection with Customer's internal business operations for the Term specified in the Order.

1.1.1 Online Services. Online Services are licensed according to the License Metric in Subsection 1.3. Subject to the License Metric and quantity specified on the Order, Users may access the Online Services and display and reproduce the Documentation (including by printing the electronic version) as reasonably required to permit the Users to exercise the License rights. Customer may display and print reasonable portions of the information received from the Online Services for internal business purposes only. Maintenance is included with Online Services.

1.2 Users. As specified on the Order, the License may be restricted to a specific number of Users. Each User must be assigned a Login which may be used by one (1) individual. Users are not permitted to share any Logins among multiple individuals or with any unauthorized users. Customer is responsible for maintaining the confidentiality of all Login information on behalf of its Users.

1.3 License Metric. Use of and access to the Business Process Analytics is limited to, and Charges will reflect, the License Metric. Customer must purchase additional quantities, at then current rates, in the event that Customer's needs or usage exceed the License Metric or quantity specified on the Order. Unless stated otherwise in the Order to these License Terms, Charges are based on the License Metric and quantities purchased and not actual usage and there shall be no adjustments or refunds to the Charges for any unused Licenses.

1.4 License Restrictions. Customer is prohibited from: (i) copying, framing, mirroring, modifying, displaying, transferring, transmitting or otherwise distributing or providing Business Process Analytics to any third party; (ii) creating derivative works from Business Process Analytics; (iii) reverse engineering, decompiling or otherwise attempting to create descriptions or Documentation from the object code of Business Process Analytics; (iv) allowing use of Business Process Analytics for any purpose not expressly permitted in the Agreement; (v) selling, reselling, distributing, transferring, sublicensing, using or exploiting Business Process Analytics to provide application hosting or business process outsourcing or any other similar or related services to any individual or entity, or function as a service bureau or application service provider; (vi) removing proprietary rights notices, asset tags, brand labels or marks placed on Business Process Analytics; (vii) attempting to circumvent or compromise the security features of Business Process Analytics or introducing any viruses, worms or other disabling code into Business Process Analytics; (viii) using an automated machine or robotic process to access or use Business Process Analytics; or (ix) building a competitive product or service. Customer is solely responsible for obtaining the proper hardware and software necessary to operate Business Process Analytics as further described in the Documentation.

- 1.5. **Customer Obligations.** Customer is solely responsible for any and all information, including Customer Data, submitted to Vertafore in connection with Business Process Analytics. Customer shall use best efforts to assure that all Customer Data: (i) is accurate, complete, and correct; (ii) does not infringe upon or violate the proprietary or intellectual property rights including trade name, trademark, copyrights, or patent interests of any third party, and that Customer has obtained any necessary consents to share the Customer Data; and (iii) does not contain obscene, unlawful, harassing, defamatory, discriminatory, or libelous content.
- 1.6 **Vertafore Obligations.** To the extent it hosts Customer Data, Vertafore agrees to implement and maintain reasonably appropriate safeguards and security measures designed to meet the requirements of all laws and regulations of the United States, and any state thereof, applicable to Vertafore's use, reuse, non-disclosure and production of such Customer Data.
2. **Ownership.**
- 2.1 **Vertafore Materials.** Vertafore exclusively owns all right, title, and interest in and to Business Process Analytics including, but not limited to: (i) associated intellectual property rights; (ii) all improvement or modifications; and (iii) all feedback, suggestions, or ideas provided by Customer relating to Business Process Analytics during the course of the business relationship. Except for the limited License rights explicitly set forth in these License Terms, no right, title or interest in or to the above list is granted or otherwise transferred to Customer.
- 2.2 **Customer Data.** Customer exclusively owns all right, title and interest in an to the Customer Data, including where contained or stored in Business Process Analytics as provided to Vertafore.
3. **Professional Services.**
- 3.1 **General.** Professional Services may be performed by Vertafore's employees and/or by Vertafore approved subcontractors. The successful and timely rendering of the Professional Services requires the good faith cooperation to Vertafore, including, without limitation, making available, as may be reasonably required or requested: (i) information concerning Customer's business as it relates to the Professional Services; (ii) qualified personnel of Customer; and (iii) sufficient access to Customer's facilities and systems; provided that the foregoing shall be provided so as not to unreasonably disrupt Customer's business. Where Customer Data is required to perform the Professional Services, and unless specified otherwise in the Services Addendum, Customer must provide such Customer Data in a timely fashion and in no more than ten (10) business days. The Professional Services and Charges are dependent upon such timely cooperation by Customer and Vertafore will not be liable for delays cause by Customer's breach of this Subsection 3.1.
- 3.2 **Services Addendum.** Some Professional Services may require that Vertafore and Customer agree to a more comprehensive description that that contained in an Order. In such cases, the parties may include such description in the Services Addendum which may contain an estimated amount for such services.
- 3.3 **Customer Audit.** For outsourced services only, Customer shall have the right, by way of its representative or an independent third party, to audit Vertafore's compliance with its provisions of the Professional Services. Such representative or third party must be subject

to confidentiality provisions no less strict than those in the License Terms and must not be a competitor of Vertafore. Customer's audit right may only be enforced once per twelve (12) month period, occur during Vertafore's normal business hours, and at the sole cost of Customer. Customer's audit shall be performed during Vertafore business hours over no more than five (5) business days, with no less than thirty (30) days advance written notice, and may be subject to Charges.

3.4 Acceptance. Unless otherwise specified in the Order, the Professional Services and all resulting deliverables, including Vertafore Solutions in the case of configuration or implementation, shall be deemed accepted by Customer on payment or ten (10) business days after performance or delivery whichever occurs first. In no event will acceptance or payment be unreasonably withheld, conditioned or delayed.

3.5 Change Management. Additions or deletions to the number of resources or changes to the duration or scope of performance under an existing Order and/or Services Addendum shall require the execution of a change Order and/or Services Addendum which amend the original. No change requests by either party shall take effect until such Order and/or Services Addendum has been accepted and fully executed by the parties, and the project will continue according to the current Order and/or Services Addendum until any change is effective.

3.6 Customer Premises. Wherever possible, the Professional Services will be performed remotely, such as project management, preparation for onsite events, and conversion services. Vertafore's personnel may perform certain Professional Services at Customer's premises from time to time as mutually agreed to by Vertafore and Customer. In such instances, Customer agrees to provide working space and facilities and any other services and materials Vertafore or its personnel may reasonably request in order to perform such Professional Services, and to take reasonable precautions to prevent injury to persons or property, and Vertafore agrees to follow any and all reasonable safety and on premise policies of Customer so long as such policies are communicated to the Vertafore personnel in a timely fashion.

3.7 Timeframe and Start of Services. Unless specified in the Services Addendum, Vertafore will contact Customer within ten (10) business days of the Order Effective Date with the estimated start date for the Professional Services. Professional Services provided on an expedited basis or off hours may require coordination with Vertafore and additional Charges may be required. Scheduling and delivery of final deliverables is dependent upon a mutually agreed timeline and resource availability. All Professional Services must be delivered within twelve (12) months from the Order Effective Date unless expressly stated otherwise in the Order. If an Order includes an implementation, and that implementation is not scheduled within twelve (12) months after the Order Effective Date, then the Order shall expire and all payments made under the Order shall be non-refundable.

3.7.1 Late Scheduling. Where Customer requests Professional Services to be rescheduled within ten (10) or fewer business days prior to the delivery of onsite Professional Services, Vertafore shall be entitled to invoice and Customer agrees to pay a one-time reschedule fee of five thousand dollars (\$5,000 USD) per scheduled onsite Vertafore resource which shall be in addition to the applicable Charges.

4. Charges and Payment.

- 4.1 Charges and Payment.** Unless stated otherwise, all Charges stated on the Order are in United States dollars and are exclusive of applicable taxes and expenses. Charges are only applicable to Business Process Analytics, Professional Services and the License Metric set forth on the Order for the Term; changes or additions may be subject to the then current market rates and require execution of a new Order. Customer shall pay the applicable Charges in accordance with any payment terms and scheduled for payment set forth in each applicable Order. Customer agrees that the Initial Term commitment is partial consideration for the Agreement and to be responsible for the Charges for the Term, including where there is a Third Party Payer. If no payment terms are specified, undisputed Charges shall be due and payable by Customer (i) within thirty (30) days of the date of Vertafore's invoice or the Order Effective Date for all upfront or setup Charge, or (ii) on a rolling basis as specified in the Order and commencing on the Order Effective Date or delivery date as specified in the Order. Disputes to Charges must be brought before the invoice or Charges become due or they will be deemed accepted. Where Customer provides Vertafore with electronic payment information to effectuate payment, Customer authorizes Vertafore to charge for the subscription to Business Process Analytics and any Professional Services listed on the Order or applicable invoice. Charges not paid when due may bear interest at a rate of up to one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lowest. Charges are non-cancellable and payments made are non-refundable unless otherwise indicated in the Order. Customer may designate a Third Party Payer responsible for payment on all invoices, however, Customer remains responsible and if the third party fails to make timely payment, Vertafore can collect from Customer.
- 4.1.1 Charges for Add-on Orders.** Subject to Section 4.2, Charges for Business Process Analytics or Professional Services listed on an Add-on Order with no dollar amount will continue to be billed at the rates in effect immediately prior to the Order Effective Date of the Add-on Order.
- 4.2 Changes to Charges.** Except as may be specifically set forth in an Order, Vertafore may change the Charges for Business Process Analytics or Professional Services upon sixty (60) days' notice to Customer no more than once per year. Vertafore may change the Charges if Customer's mergers, acquisitions or divestitures give additional access to the Vertafore Solutions. Vertafore may review Customer's usage at any time and if the actual usage exceeds the quantity and License Metric purchased on the applicable Order (s), may modify the Charges.
- 4.3 Compliance with Laws.** Notwithstanding Section 8, Customer shall be liable and agrees to pay for all costs incurred by Vertafore in connection with responding to any subpoena or other similar legal requirement where such subpoena or legal requirement is related to the Agreement.
- 4.4 Failure to Pay.** If Customer fails to pay any amount within thirty (30) days of the due date Vertafore may suspend Customer's Login, account, and access to or use of Business Process Analytics, and if applicable suspend provision of Professional Services, related to Customer's failure to pay. During any suspension, Vertafore's obligation to provide such Vertafore Solution shall cease until such time as Customer becomes current on its payment of the applicable Charges (including all past due amounts, costs of collection and applicable late payment fees). In the event of a default in the payment of an invoice, Customer will be responsible for all of Vertafore's costs of collection, including, but not limited to, court costs, filing fees and reasonable attorneys' fees.

5. Term and Termination

5.1 **Term.** The Order will indicate the length of the Initial Term and each Renewal Term. After the Initial Term, the Agreement shall automatically renew for additional Renewal Terms unless either party provides notice of its intention not to renew by providing notice as at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Vertafore may terminate the Agreement and any Order or Services Addendum in whole or in part upon six (6) months written notice to the Customer in relation to a Vertafore Solution which is being discontinued by Vertafore. Vertafore, in its sole discretion, may either: (i) replace the discontinued Vertafore Solution with a substantively similar Vertafore Solution, or (ii) provide a pro-rata refund of any pre-paid Charges that are not non-refundable and future invoices will no longer include the discontinued product.

5.1.1 **Add-on Orders.** The Term for Add-on Orders will join the then current Term of the original Order and the Vertafore Solutions listed on the Add-on Order will renew for the Renewal Term as specified on the Add-on Order.

5.3 **Effect of Termination.** Upon non-renewal or termination for cause of an Order for any reason, Customer shall promptly discontinue use of Business Process Analytics licensed to Customer pursuant to the applicable Order and immediately pay all Charges then due and payable to Vertafore. Following termination of the Agreement Vertafore may: (i) without any liability to Customer, delete Customer Data; or (ii) maintain such Customer Data for no more than one (1) year or for such time as required by applicable law, provided that Vertafore shall maintain the confidentiality of such Customer Data until such Customer Data has been destroyed. In the event Vertafore deletes any Customer Data, such copies will be destroyed in accordance with Vertafore's back-up policies and procedures.

5.4 **Survival.** Sections 1.5, 2, 5.3, 5.4, and 6 through 14.

6. Confidentiality.

6.1 **Confidential Information.** Each receiving party shall handle the Confidential Information of the disclosing party in the same manner that the receiving party handles its own most Confidential Information and, in any event, take all steps reasonably necessary to preserve the confidentiality of Confidential Information, including without limitation adopting appropriate confidentiality policies, inserting appropriate confidentiality terms in agreements with all employees, subcontractors and agents, and maintaining Confidential Information in a manner designed to ensure that it will not be used or disclosed improperly. Neither party will at any time directly or indirectly through any employee, subcontractor, or agent, except with the prior written consent of the disclosing party: (i) reproduce, distribute, transmit, publicly display, modify, create derivative works based upon, or disclose, deliver, display, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever, any Confidential Information of the disclosing party; or (ii) use Confidential Information of the disclosing party for any purpose other than in connection with the performance of its obligations or exercise of its rights pursuant to the Agreement. A party's failure to mark any Confidential Information as confidential, protected or proprietary will not affect its status as Confidential Information under the Agreement.

6.2 **Exclusions.** Confidential Information does not include information which: (i) may be or has been publicly disclosed by the party disclosing the information either prior to or subsequent to the receipt of such information by the receiving party; (ii) is or becomes generally known

in the trade through no fault of the receiving party; (iii) has been lawfully disclosed to the receiving party by a third person who has lawfully acquired the Confidential Information; or (iv) was independently developed by the receiving party without use of the Confidential Information. If the receiving party seeks to rely on these exceptions, for any purpose whatsoever related to the other party's Confidential Information, such receiving party will bear the burden of providing evidence that such information fits within an exceptions.

6.3 Notification Obligation. The receiving party will promptly notify the disclosing party if it becomes aware of any unauthorized use or disclosure of Confidential Information and, at the disclosing party's request, will take such action as may be reasonably necessary and legally permissible to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the party or any of its employees, subcontractors or agents.

7. Warranty.

7.1 General Representations and Warranties. Each party represents and warrants that it: (i) has the legal power and authority to enter into the Agreement; (ii) will comply with any and all applicable laws including with respect to import and export control; and (iii) any person signing the Order has the express authority to enter into the Agreement for that party and agrees to hold the opposing party harmless for any costs or consequences of the absence of actual authority to sign.

7.2 Customer Warranties. Customer represents and warrants that it: (i) has all necessary power, authority and financial ability to perform under the Agreement; (ii) has not falsely identified itself or provided any false information to gain access to Business Process Analytics; (iii) provided the correct billing information; (iv) possesses all rights, title and interest including applicable intellectual property rights to submit the Customer Data and any other information submitted to Vertafore; and (v) with regards to compliance with import and export controls, that it is not a party on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals List, nor will it transfer or provide access to software, technology, and other technical data via the Vertafore Solutions to parties identified on such lists.

7.3 Vertafore Warranties. Vertafore warrants to Customer that: (i) the Business Process Analytics shall operate as described in the applicable Documentation for Business Process Analytics; and (ii) Professional Services shall be performed in a workmanlike manner.

7.4 Remedy. Customer's sole remedy and Vertafore's sole liability for breach of a warranty shall be, with respect to the Vertafore Solutions, to repair the Vertafore Solutions to bring it into compliance with its applicable warranty, and, with respect to the Professional Services, to re-perform any Professional Service to bring it into compliance with the applicable warranty.

7.5 Warranty Limitation. The warranties provided by Vertafore under this Section 7 are limited with respect to any Claims for breach of warranty due to any of the following: (i) causes external to Business Process Analytics including third party telecommunications or data lines, or Customer's systems, software, hardware or networks; (ii) Customer's actions or inaction (other than proper use of Business Process Analytics) such as failing to follow the usage instructions or Documentation or adhering to the minimum recommended technical requirements; (iii) Vertafore's compliance with designs, instructions or specifications provided by Customer, or Vertafore's reliance upon Customer Data; (iv) any

defect, infringement or non-conformity not reported by Customer within a timely fashion; or (v) other causes not attributable to Vertafore.

7.6 No Warranty. Vertafore does not warrant the accuracy or completeness of any information provided to it by a third party, including by the Customer directly, or that Business Process Analytics or Professional Services will meet Customer's requirements (including but not limited to those related to legal compliance) or will achieve any particular result. Without limiting the generality of the exclusions set forth in Subsection 7.5, and except as otherwise provided in the Agreement, Customer shall be exclusively responsible for, and Vertafore makes no warranty or representation with respect to: (i) determining whether the Vertafore Solutions will achieve the results desired by Customer; (ii) training Customer's personnel in computer operates or foundational knowledge, other than such Vertafore-provided training as may be expressly set forth in an Order; (iii) ensuring the accuracy of any input data used with Business Process Analytics, including (without limitation) data input to Business Process Analytics in conjunction with any data conversion services provided by Vertafore; (iv) Customer's practices in relation to privacy or security controls, including encryption, on its systems, equipment or in its technology environment; or (v) establishing adequate operational backup provisions (e.g., alternate manual operation plans) in the event of a defect or malfunction that impedes the anticipated operation of Business Process Analytics.

7.7 No Advice. Vertafore does not provide legal, financial, or other professional advice. Business Process Analytics may contain the opinions of or information from third parties, and Vertafore is not responsible for these opinions or information. Likewise, Vertafore is not responsible for any damages resulting from any decisions of Customer, or any of its Users, employees, representatives, subcontractors, or agents which are made in reliance on Business Process Analytics. Customer agrees that it uses Business Process Analytics at its own risk in these respects.

7.8 DISCLAIMER. EXCEPT AS EXPLICITLY PROVIDED IN THIS SECTION 7, VERTAFORE MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THE VERTAFORE SOLUTIONS WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. VERTAFORE AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT THE VERTAFORE SOLUTIONS PROVIDED HEREUNDER SHALL BE UNINTERRUPTED OR ERROR-FREE.

VERTAFORE IS NOT AN INSURANCE AGENT OR BROKER FOR CUSTOMER OR ANY COUNTERPARTY, CARRIER OR ANY OTHER PERSON AND DOES NOT SOLICIT, NEGOTIATE, PURCHASE OR SELL INSURANCE FOR OR ON BEHALF OF ANY USE OF THE VERTAFORE SOLUTIONS OR ANY OTHER PERSON.

8. Indemnification.

8.1 By Vertafore. Subject to Section 7, Vertafore shall defend, indemnify, and hold harmless Customer and its permitted assigns from and against any and all Claims arising out of or in connection with any third party claims that Business Process Analytics in the form delivered and when used by Customer in accordance with the Agreement, infringes or misappropriates the intellectual property rights of a third party.

- 8.1.1** Vertafore has the right, in its sole discretion, to do any of the following when an infringement Claim is raised: (i) obtain the right for Customer to use the allegedly infringing portion of Business Process Analytics; (ii) replace Business Process Analytics with a modified version so long as it does not decrease the functionality, or (iii) terminate the Agreement as to the allegedly infringing Business Process Analytics. In such event, Vertafore makes no admission and disclaims all liability that any actual infringement occurred.
- 8.2 By Customer.** Customer shall defend, indemnify, and hold harmless Vertafore, and its permitted assigns, from and against any and all Claims arising out of or in connection with the use of Vertafore Solutions or the results thereof by Customer, its employees, agents and contractors, including specifically where a claim arises due to Customer's failure to implement proper security or encryption functionality.
- 8.3 Indemnification Procedure.** Upon the assertion of any Claim or the commencement of any suit or proceeding against one party (the "Indemnified Party") by any third party that may give rise to an indemnification obligation or other liability of the other, indemnifying party under this Section 8 (the "Indemnifying Party"), the Indemnified Party shall promptly notify the Indemnifying Party of the existence of such Claim and shall give the Indemnifying Party the option, determined in the Indemnifying Party's sole reasonable discretion, of defending and/or negotiating a settlement of the Claim with counsel of its own selection in accordance with this Section 8. The Indemnified Party shall provide, at the Indemnifying Party's cost, all reasonable cooperation requested by the Indemnifying Party in connection with such Claim and its defense or settlement. The consent of the Indemnified Party shall be required in the event of any settlement which involves an admission of liability and/or any equitable relief on the part of the Indemnified Party.
- 8.4 Exclusive Remedy.** This Section 8 states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy against, the other party for any Claims described in this Section 8.
- 9. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO VERTAFORE'S INDEMNIFICATION OBLIGATION IN SUBSECTION 8.1 AND A BREACH BY VERTAFORE OF SUBSECTION 7.3, VERTAFORE'S AGGREGATE, CUMULATIVE LIABILITY IN CONNECTION WITH ALL AGREEMENTS, AND THE VERTAFORE SOLUTIONS PERFORMED SHALL BE CAPPED AT THE AMOUNT EQUAL TO THE VERTAFORE SOLUTION FEES ACTUALLY RECEIVED BY VERTAFORE FROM CUSTOMER UNDER THE APPLICABLE ORDER FROM WHICH THE EVENT CAUSING LIABILITY ARISES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL VERTAFORE BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 9 APPLY TO ALL CLAIMS OR CAUSES OF ACTION ON WHATEVER BASIS AND UNDER WHATEVER THEORY BROUGHT AND IRRESPECTIVE OF WHETHER VERTAFORE HAS ADVISED OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. ALL CLAIMS AND CAUSES OF ACTION BROUGHT BY CUSTOMER HEREUNDER SHALL BE BROUGHT NO LATER THAN ONE (1) YEAR FOLLOWING: (I) THE TERMINATION OR EXPIRATION OF THE AGREEMENT, OR (II) THE DATE ON WHICH THE CLAIM OR CAUSE OF ACTION AROSE, WHICHEVER OCCURS FIRST.

THE LIMITATIONS OF DAMAGES AND LIABILITY ARE IMPORTANT ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN VERTAFORE AND CUSTOMER. CUSTOMER UNDERSTANDS AND AGREES THAT VERTAFORE COULD NOT ECONOMICALLY OFFER THE AGREEMENT, AND ITS SUBJECT MATTER, TO CUSTOMER WITHOUT THESE LIMITATIONS. THE ESSENTIAL PURPOSE OF THIS SECTION 9 IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN THE PARTIES

AND LIMIT POTENTIAL LIABILITY GIVEN THE VERTAFORE SOLUTIONS CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF VERTAFORE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. VERTAFORE HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER THE LICENSE RIGHTS GRANTED UNDER THE AGREEMENT.

10. **Force Majeure.** Neither Party is liable to the other or deemed in breach of the Agreement including for its failure or delay in performing any of its obligations under the Agreement during any period in which such performance is rendered impracticable, unlawful, or impossible due to circumstances beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, flood, drought, riot, disease outbreaks, sabotage, terrorism, war, invasion, embargo, strikes or other labor trouble, failure in whole or in part of suppliers to deliver materials, equipment or machinery, interruption of or delay in transportation or telecommunications or compliance with any order, subpoena, or regulation of any government entity.
11. **Assignment.** Customer shall not assign the Agreement, in whole or in part, whether voluntarily, by operation of law, or otherwise without the prior written consent of Vertafore in its sole discretion, not to be unreasonably withheld. Any attempt to do so without such consent shall be void. Such consent from Vertafore may include a requirement to pay the entire remaining balance or a portion thereof for the then current Term or upcoming Renewal Term prior to the assignment. If all or substantially all of the assets of Customer are sold, or in the event of any merger, consolidation, or other reorganization which results in a change of control of Customer, then this will be deemed to be an assignment and subject to this Section 11. Subject to the foregoing, the Agreement shall be binding upon the parties and their respective successors and permitted assigns. Vertafore may assign the Agreement, in whole or in part, without notice of such assignment to or consent by the Customer.
13. **Vertafore Audit.** Vertafore has the right to verify Customer's compliance with the Agreement. Customer agrees to: (i) implement internal safeguards to prevent any unauthorized use of Business Process Analytics; (ii) keep records relating to Business Process Analytics (including the number of Licenses used and all Users and their usage) and upon Vertafore's request, provide Vertafore with written certification of the number of Customer's peak usage in the case of concurrent licenses; (ii) allow Vertafore or its independent representatives to inspect and audit Customer's systems and records for compliance with the Agreement during Customer's normal business hours. Customer shall fully cooperate with such audit and provide any necessary assistance and access to all records and systems. If an audit reveals that Customer has, or at any time had, unlicensed use of Business Process Analytics, Customer will promptly acquire and pay Vertafore for sufficient Licenses to cover any shortage and for any prior unlicensed usage. If a License shortage of 5% or more is found, Customer shall reimburse Vertafore for the costs incurred in the audit and acquire and pay Vertafore for the necessary additional Licenses and for any prior unlicensed usage within thirty (30) days without benefit of any otherwise applicable discount.
14. **Arbitration.** Any dispute, Claim or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate shall be determined by arbitration in Denver, Colorado, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures

and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This Section shall not preclude parties from seeking provisions remedies in aid of arbitration from a court of appropriate jurisdiction.

15. Definitions

Add-on Order	A subsequent Order which (i) adds functionality or features to a currently licensed Vertafore Solution, and/or (ii) amends the License Metric and/or increases the quantity related to a currently licensed Vertafore Solution.
Agreement	Collectively, all contract documents including the Order, these Subscription License Terms and Master Agreement, amendments and any attachments to the documents, and click-through terms.
Charges	Collectively (i) Vertafore Solutions fees and any amounts payable as set forth on the Order, and (ii) reasonable travel expenses specified in the order.
Claim	Any and all claims, losses, liabilities, damages, actions, suits, proceedings, settlements, judgments and reasonable costs and expenses.
Confidential Information	All information, trade secrets, data and software furnished by one party to the other in connection with the Agreement and specifically including, but not limited to (i) Customer Data, (ii) Vertafore Solutions, (iii) the Agreement including pricing, and (iv) Login details.
Customer	The entity listed on the Order which is purchasing Vertafore Solutions from Vertafore. Customer specifically does not include any affiliates, i.e. any entity that directly or indirectly controls, is controlled by, or is under common control with Customer, where "control" means the ownership of more than 50% of an entity's voting securities.
Customer Data	All data, information or materials input into the Online Services or otherwise provided by Customer to Vertafore in connection with the Agreement, expressly including the administrator information.
Documentation	Technical and user documentation describing the use and operation of the Vertafore Solutions.
Initial Term	The initial length of time for the provision of Vertafore Solutions specified on the Order which begins on the Order Effective Date.
License	The limited right to use, lease, access, interface or connect with Vertafore Solutions pursuant to the License Metric and quantity specified on the Order.
License Metric	The basis for the pricing of each of the Vertafore Solutions as specified in the applicable Order, which may include, but is not limited to the following examples: access; assets; employees; interfaces; Licenses; packets; records; servers; subscriptions; storage, systems or locations; Transactions; usage, uses, Users; volume; and the like.
Login	Unique email address and password combination.
Maintenance	The provision by Vertafore of IT services, database maintenance, frequent and automatic updates and bug fixes, bandwidth, limited storage and other related support services.
Online Services	Services delivered by allowing Customer, including its Users, remote access to a Vertafore Solutions through the internet.
Order	Quote or order document or online form that lists specifics (i.e. description, pricing, etc.) of the Vertafore Solutions that Customer has ordered, including the Services Addendum if applicable.
Order Effective Date	Latest date on which representatives of both Vertafore and Customer have signed the Order, or when signed or submitted by Customer and acknowledged and accepted by Vertafore whether or not signed by the parties.

Professional Services	A type of Vertafore Solution where Vertafore (i) converts or migrates data; (ii) implements any Vertafore Solutions; (iii) creates enhancements or customizations of the Vertafore Solutions; (iv) provides training, consulting and/or project management services; and/or (v) uses the Vertafore Solutions on behalf of Customer, including for outsourced services.
Renewal Term	Additional term for the same length of time as the Initial Term which automatically follows the Initial Term or prior Renewal Term until the Agreement is terminated.
Services Addendum	The addendum to an Order which provides details and specifications relating to Professional Services.
Term	Initial Term and any Renewal Terms.
Third Party Payer	The third party identified on the Third Party Payer Addendum, where applicable, which accepts responsibility for payment on behalf of Customer while such Addendum is in effect.
Transaction	A request for, exchange of or supply of data which is processed through a Vertafore Solution.
User	Individuals or locations that are duly authorized under the License to use the Vertafore Solutions.
Vertafore	The Vertafore Company(ies) which own(s) the applicable Vertafore Solution(s) specified on the Order.
Vertafore Solution	Collectively, Business Process Analytics and Professional Services.