

AgentMethods, LLC
Master Subscription Agreement

Updated July 31, 2020

This Master Subscription Agreement (the “Agreement”) is made between **AgentMethods, LLC**, a Delaware limited liability company (“AgentMethods”) and each party (a “Customer”) that uses the Services, as defined below. Between AgentMethods and each Customer the Agreement consists of these terms, each Order Form, including any exhibits, and each amendment of any of the foregoing. The “Effective Date” of this Agreement is the date of Customer’s initial Order Form or the date of Customer’s initial access to the Services, whichever is earlier.

WHEREAS, AgentMethods is the developer of tools that allow insurance agents to manage their marketing efforts; and

WHEREAS, in certain cases AgentMethods may provide a trial or demo version of the Service. In that case each Customer consents to this Agreement by participating in the trial or demo.

WHEREAS, Customer wishes to obtain a subscription to the Service identified below,

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS.

1.1. “Affiliate” means an entity controlling, controlled by or under common control with a party to this Agreement at any time during the term of this Agreement, for so long as such ownership and control exists, provided such entity is not a competitor to AgentMethods or in the business of developing and offering products or technologies that are substantially similar to the Service.

1.2. “Customer Data” means all data entered by Customer into the Service.

1.3. “Order Form” means AgentMethods ordering document that specifies the services being provided by AgentMethods that is signed or electronically accepted by AgentMethods and Customer.

1.4. “Service” means the customer-facing services, implementation services, support, Software (as defined below) and any other services provided by AgentMethods to Customer pursuant to this Agreement.

1.5. “Software” means the source code, object code, underlying structure, ideas, know-how and algorithms comprising the Service, documentation, and data related to the Service.

2. Service Orders.

2.1. Service. AgentMethods will provide to Customer the Service identified on each Order Form. Subject to the terms of this Agreement, AgentMethods grants to Customer the right to access and use the Service in accordance with the terms identified on each Order Form.

2.2. License Term. Customer’s Service subscription is for the time period specified in the Order Form, or if no such term is stated, then for one year, in either case subject to the

provisions of this Agreement.

2.3. Renewal. The subscription term will automatically renew for the additional time periods provided for in Section 2.2 unless either party notifies the other in writing at least 30 days prior to expiration of the then-current term, so long as AgentMethods makes the Service available. AgentMethods will invoice Customer for the subscription fees at the list prices in effect at the time of renewal.

2.4. Orders by Affiliates. Customer's Affiliates may subscribe to use the Service on execution of additional Order Forms referencing this Agreement. On execution of an Order Form by AgentMethods and the Affiliate, the Affiliate will be bound by the provisions of this Agreement as if it were an original party hereto.

3. Use of Service

3.1. Use of Software Underlying Service. Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover source code underlying the Service; (b) modify, translate, or create derivative works based on the Service or any Software (except to the extent expressly permitted by AgentMethods in writing or authorized within the Service); (c) frame, mirror or use the Service or use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (d) remove any proprietary notices or labels from the Service.

3.2. Appropriate Use of Service. Customer will not, and will not permit its users to:

(a) Post, upload, forward, or otherwise transmit any file or software code that contains, facilitates, or launches viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or

(b) Attempt to access any other AgentMethods systems that are not part of the Service.

(c) Use the Service to upload, post, process, distribute, link to, publish, reproduce, or transmit any of the following, including but not limited to:

(i) Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;

(ii) Content or data that would impersonate someone else or falsely represent an individual's identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);

(iii) Any information, software or content Customer does not have the legal right to process or transmit.

3.3. No Transfers. The Service and all licenses granted to Customer may not be transferred or

redistributed to any third party, except in connection with a permissible assignment pursuant to Section 12.2.

3.4. Compliance. Although AgentMethods has no obligation to monitor Customer's use of the Service, AgentMethods may do so and may prohibit any use of the Service it believes may be in violation of the foregoing.

3.5. Marketing Consent. Certain Services permit Customers to send email, SMS and other messages to their clients. The sending of commercial messages is regulated by law, including CAN-SPAM and the Telephone Consumer Privacy Act in the United States. SMS messaging is further regulated by mobile service carriers and by the policies and best practices of the Mobile Marketing Association and the CTIA, which collectively impose requirements regarding the integrity of SMS content and compliance with acceptable use policies. Customer is solely responsible for its compliance with these and any other applicable laws. Each Customer that uses AgentMethods marketing Services represents and warrants that it has authority from its clients to provide to AgentMethods the names, email addresses, telephone numbers and other information of such clients in order to provide those Services.

4. Ownership Rights.

4.1. No Ownership Assignment. This Agreement is for SAAS use rights. Neither party will assign ownership rights in any of its assets to the other pursuant to this Agreement, and neither party grants the other any rights or licenses not expressly set out in this Agreement.

4.2. What AgentMethods Owns. The Service is the proprietary intellectual property of AgentMethods and its licensors, protected by copyright and other intellectual property laws. Except for the limited rights expressly granted herein, AgentMethods and its licensors retain all right, title and interest, including all intellectual property rights, in the Service (and any derivative works of or improvements to any of the foregoing created by or for AgentMethods) and the documentation. Even if the terms "purchase" and "sale" are used, Customer does not receive ownership rights in the Service and have only those use rights in this Agreement. AgentMethods retains all rights not explicitly granted herein. "AGENTMETHODS" and other AgentMethods trademarks, service marks, logos and product and service names found on AgentMethods.com or used in connection with the Service are owned by AgentMethods. Customer will not display or use any such marks in any manner or medium without AgentMethod's prior, written approval. All usage rights granted herein to Customer shall cease immediately upon the termination or expiration of Customer's subscription.

4.3. What Customer Owns. Customer retains all rights to Customer Data. AgentMethods disclaims all ownership and other rights as to Customer Data, except any limited rights granted by Customer to provide the Service.

5. INVOICING, PAYMENT AND RECORDS.

5.1. Fees, Taxes and Payment. Customer will pay AgentMethods in U.S. Dollars the fees in the amounts and at the times specified on the Order Form. Unless otherwise stated, all fees are due in advance for the applicable subscription period (monthly or annual) and all fees are non-cancelable and non-refundable. If Customer is paying by credit card, Customer represents and

warrants that it has the right to use the credit card provided and grants AgentMethods the right to provide the credit card information, including the credit card number, its expiration data and billing address, to third parties for the purposes of facilitating payment transactions. If payment is not received by the due date, AgentMethods may suspend Customer's access to Service until overdue amounts are paid in full. Customer is responsible for any sales, use, value added, excise, property, withholding or similar tax and any related tariffs, and similar charges, except taxes based on AgentMethods's net income. If Customer is required to pay any such taxes, Customer shall pay such taxes with no reduction or offset in the amounts payable to AgentMethods hereunder. If an applicable tax authority requires AgentMethods to pay any taxes that should have been payable by Customer, AgentMethods will advise Customer in writing, and Customer will promptly reimburse AgentMethods for the amounts paid.

5.2. Recurring Credit Card Payments. By purchasing subscription Services with a credit card or similar electronic form of payment, Customer agrees that payment may be made to AgentMethods at the recurring intervals agreed to by Customer until the subscription is terminated by Customer or AgentMethods. By authorizing recurring payments, Customer authorizes AgentMethods to store Customer's payment information and process such payments. If any transaction is rejected or denied, AgentMethods reserves the right to collect any applicable rejection or insufficient funds fee and process any such payment.

5.3. Audit. In order to confirm compliance with this Agreement, AgentMethods may, at its expense and not more frequently than annually, audit Customer's records relating to Customer's use of the Service, and Customer agrees to reasonably cooperate with respect to any such audit. Any such audit shall be conducted with at least 30 days' notice, during regular business hours online or at Customer's facilities and shall not unreasonably interfere with Customer's business. If the audit indicates a discrepancy in the fees payable to AgentMethods greater than 5% of the amount paid by Customer for the period audited, Customer shall pay AgentMethods' reasonable expenses of the audit in addition to any additional fees due.

6. **CONFIDENTIALITY.**

6.1. Confidential Information. Subject to the limitations set forth in Section 6.2, all information disclosed by one party to the other party during the term of this Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information". The existence and terms of this Agreement are Confidential Information of both parties.

6.2. Exceptions. Information will not be considered Confidential Information if the receiving party can establish by documentary evidence that the information is or was: publicly available through no act or omission of the receiving party; in the receiving party's lawful possession prior to disclosure by the disclosing party and not obtained either directly or indirectly from the disclosing party; lawfully disclosed to the receiving party by a third party without restriction on disclosure; or independently developed by the receiving party without use of or access to the disclosing party's Confidential Information.

6.3. Nondisclosure. The parties agree, both during the term of this Agreement and for a period of five years (and with respect to Confidential Information that is: (a) a trade secret for an

indefinite period, and (b) Personal Data for the period required by applicable law) after its termination, to hold each other's Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees and service providers performing services for the benefit of the receiving party who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement. A receiving party facing legal action to disclose Confidential Information of the disclosing party shall, to the extent permitted, promptly notify and provide the disclosing party the opportunity to oppose such disclosure or obtain a protective order and shall continue to treat such information as Confidential Information. This Section 6.3 shall not be construed as granting or conferring any rights to either party by license or otherwise, expressly or implicitly, to any Confidential Information.

7. LIMITED WARRANTIES AND EXCLUSIVE REMEDIES.

7.1. Authority. Each of AgentMethods and Customer represents and warrants that: it has the full right, power and authority to enter into and fully perform this Agreement; the person signing this Agreement is over the age of 18 and, if such party is an entity, a duly authorized representative of such party who has in fact been authorized to execute this Agreement; its entry herein does not violate any other agreement by which it is bound; and if such party is an entity, it is a legal entity in good standing in the jurisdiction of its formation and shall continuously remain in good standing during the term of this Agreement.

7.2. Protection of Customer Data. AgentMethods will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by AgentMethods personnel except (a) to provide the Service and to prevent or address service or technical problems, or (b) as Customer expressly permits in writing.

7.3. Warranty Exclusions. AgentMethods is not obligated to correct errors caused: by unauthorized modification to the Service, if Customer uses the Service other than as described in the documentation, by non-AgentMethods software or services, or by combining the Service with any other hardware or Service not authorized by AgentMethods in writing.

7.4. NO IMPLIED WARRANTIES. THE WARRANTIES ABOVE ARE THE EXCLUSIVE WARRANTIES REGARDING THE SERVICE AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES OF AGENTMETHODS, WHETHER EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.5. DISCLAIMER. AGENTMETHODS DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE FEATURES OR FUNCTIONALITIES OF THE SERVICE WILL BE AVAILABLE AT ANY TIME IN THE FUTURE OR THAT ALL ERRORS IN THE SERVICE OR DOCUMENTATION WILL BE CORRECTED. AGENTMETHODS SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT CUSTOMER'S PROPOSED USE OF THE SERVICE COMPLIES WITH APPLICABLE LAWS IN CUSTOMER'S JURISDICTION(S).

8. INFRINGEMENT INDEMNITY.

8.1. Indemnification by AgentMethods.

(a) AgentMethods at its own expense will defend, indemnify and hold Customer and its Related Parties harmless against all liabilities, damages, fines, judgments, settlements, costs or expenses (including reasonable attorney's fees and disbursements) ("Costs") arising from or relating to claims, demands, suits, actions or proceedings made or brought by third parties against Customer and its Related Parties (collectively, "Claims") alleging that the Service infringes such third party's trademark or copyright arising under the laws of the United States, or that Vendor misappropriated such third party's trade secrets in the development of the Service. "Related Parties" means Affiliates, successors, assigns, members, shareholders, officers, directors and agents of AgentMethods or Customer, as applicable.

(b) If AgentMethods believes the Service, or any part thereof, may be the subject of an infringement or a misappropriation claim as to which this Section 8.1 applies, AgentMethods may, in its discretion and at its sole expense: (1) procure for Customer the right to continue using such Service or any applicable part thereof, (2) modify or replace the Service so as to make it non-infringing, or (3) terminate this Agreement and refund to Customer any unused prepaid fees for periods following the termination date. This section 8.1 states AgentMethods's sole liability to, and Customer's exclusive remedy for intellectual property infringement claims of any kind in connection with the Service.

(c) AgentMethods shall not have any indemnification obligation pursuant to this Agreement to the extent a Claim is based on: use of any version of the Service other than the then-current, unaltered version, if infringement would have been avoided by use of a current, unaltered version thereof that has been made available to Customer; use of the Service in violation of this Agreement; modifications to the Service made by Customer; where Customer continues to use the Service after being notified of allegedly infringing activity or being informed of modifications that would have avoided the alleged infringement; or a third party service or Customer Data.

8.2. Indemnification by Customer. Customer at its own expense will defend, indemnify and hold AgentMethods and its Related Parties harmless against any liabilities, damages, fines, judgments, settlements, costs or expenses (including reasonable attorney's fees and disbursements) arising out of Claims made or brought by anyone other than an AgentMethods Related Party alleging misappropriation, misuse or breach of applicable law related to Customer Data.

8.3. Indemnification Procedure. Promptly after a party seeking indemnification obtains knowledge of the existence or commencement of a Claim, the party to be indemnified will notify the other party of the Claim in writing; provided however, that the indemnifying party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense are materially prejudiced by this failure to give notice. The indemnifying party will assume the sole control of defense and settlement of the Claim with counsel reasonably satisfactory to the indemnified party at the indemnifying party's risk and expense; provided, however, the indemnified party may join in the defense and settlement of the Claim and employ counsel at its own expense, and will reasonably cooperate with the indemnifying party in the defense and settlement of the Claim. The indemnifying party may not settle any Claim without

the indemnified party's written consent unless the settlement (x) includes a release of all covered claims pending against the indemnified party; (y) contains no admission of liability or wrongdoing by the indemnified party; and (z) imposes no obligations upon the indemnified party other than an obligation to stop using any infringing items. If both the indemnified party and the indemnifying party are named parties in any action relating to the Claim and the counsel chosen by the indemnifying party cannot represent both the indemnified party and indemnifying party due to any present or potential conflict in representing the interests of both of them, then the indemnifying party will retain separate counsel for the indemnified party.

8.4. Entire Liability. This Section 8 states the entire liability of the indemnifying party, and the indemnified party's exclusive remedy with respect to all Claims described in this section.

9. **LIMITATIONS OF LIABILITY.**

9.1. No Consequential Damages. In no event shall either party or its agents and suppliers (including their directors, officers, employees, representatives, agents and suppliers) be liable for any indirect, incidental, special or consequential damages, including without limitation procurement of substitute products or services or loss of profits, revenue, data or data use, even if such party has been advised of the possibility of such damages. Nothing in this Agreement will limit Customer's liability for misappropriation of AgentMethods's intellectual property rights in the Service.

9.2. Direct Damages. The aggregate, cumulative liability of each party (including its directors, officers, employees, representatives, agents and suppliers) under this Agreement shall be limited to the Fees paid or payable by Customer to AgentMethods during the twelve month period prior to the event giving rise to any claim, or \$100 if Customer is using a trial of a Service. The foregoing shall not limit Customer's payment obligations.

9.3. Allocation of Risk. The provisions of this Agreement fairly allocate the risks between AgentMethods, on the one hand, and Customer on the other. Customer acknowledges and agrees that the pricing reflects this allocation of risk and the limitation of liability specified herein, and that AgentMethods would not enter into this Agreement without such allocation and limitation.

10. **TERM AND TERMINATION.**

10.1. Term. This Agreement begins on the Effective Date and continues for so long as there is an active subscription or until terminated as provided below, whichever is earlier.

10.2. Termination for Breach. Either party may terminate this Agreement (including all related Order Forms) if the other party: fails to cure any material breach of this Agreement within 30 days after written notice of such breach; ceases operation without a successor; or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

10.3. Effect of Termination. Immediately on termination of this Agreement, Customer shall cease all use of the Service. Within ten business days following the termination date, Customer

shall, at AgentMethods's option, return to AgentMethods or destroy (and certify to AgentMethods in writing as to such destruction) all copies materials embodying or reflecting the Service, documentation and any other AgentMethods Confidential Information. On termination or expiration of this Agreement or an Order Form other than termination by Customer for AgentMethods's breach, Customer will immediately pay AgentMethods, as liquidated damages based on the varying levels of effort required over time to maintain Customer's subscription, the remaining balance (if any) identified on the Order Form for the remainder of the subscription term.

10.4. Survival. Sections 2.4 through 3.4 and 5 through 11 of this Agreement shall survive any termination of this Agreement; provided that Sections 7 and 8 shall only survive to the extent applicable to claims, other than with respect to confidentiality obligations, arising prior to the termination date.

11. GENERAL.

11.1. Integration; Severability. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof, including any NDAs or confidentiality agreements entered previously. If any provision of this Agreement is adjudicated invalid or unenforceable, the remaining provisions will remain in effect and the Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties. This Agreement shall supersede the terms of any purchase order or other business form. If accepted by AgentMethods in lieu of or in addition to AgentMethods's Order Form, Customer's purchase order shall be binding only as to the following terms: the Service ordered and the appropriately calculated fees due. Other terms shall be void.

11.2. Assignment. This Agreement may not be assigned by either party without the other party's prior written consent, whether by operation of law or otherwise, except that either party may assign this Agreement to its successor in the event of a merger, acquisition or sale of all or substantially all of the assets of such party. Any other purported assignment shall be void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

11.3. Force Majeure. Neither party shall be liable to the other for its failure to perform its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impracticable or impossible due to unforeseen circumstances beyond its reasonable control.

11.4. Amendment; Counterparts. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. This Agreement may be executed electronically or by written signature and delivered in multiple versions, including facsimile, PDF, or other electronic counterparts, all of which will constitute one and the same instrument and agreement.

11.5. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington, United States of America without regard to its conflict of laws provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. Any legal action relating to this Agreement will be brought in the federal or state courts in the Western District of Washington, U.S.A., and the parties agree to the exercise of jurisdiction by such courts. In the event of any action, suit or proceeding related to this Agreement, the prevailing party, in addition to its rights and remedies otherwise available, shall be entitled to receive reimbursement of reasonable attorney's fees and expenses and court costs.

11.6. Notices. All notices must be in writing and sent to Customer at the address provided on the Order Form and to AgentMethods at 7511 Greenwood Ave North #524, Seattle, WA 98117. Either party may update its address as described in this paragraph. Notices will be deemed delivered when: (a) verified by written receipt if sent by personal courier, overnight courier, or postal mail; or (b) confirmed or replied to by the recipient if sent by email.

11.7. No Agency Relationship. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between Customer and AgentMethods.

11.8. Customer Identification. Customer agrees that AgentMethods may identify customer as a user of AgentMethods products and may use Customer's name and logo in AgentMethods's customer list, press releases, blog posts, advertisements, and website.