



## Statement of Work

### Candor to Broker Professional Setup

This Statement of Work Agreement ("**Agreement**") is entered into by and between the Candor USA entity set forth below ("**Candor**") and the entity or person placing an order for or accessing any Services ("**Customer**" or "**you**"). If you are accessing or using the Services on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to "you" or "Customer" reference your company.

This Statement of Work is governed by the Candor Subscription Terms of Service ("Terms and Conditions") found at [www.candor.insurance](http://www.candor.insurance). You expressly confirm that You have read the Terms and Conditions and by submitting Your Order for Services, You agree to be bound by the Terms and Conditions.

#### **DESCRIPTION OF SERVICES**

- Setup Candor BMO <sup>TM</sup>
- Setup Agency Web Presence
- Setup Dashboard for Actionable Insights
- Integrate Health Insurance Plans (if not already on Candor's exchange)

#### **LOCATION OF PERFORMANCE**

These services will be performed at the Candor's location in Rome, Georgia.

#### **COMPENSATION**

Setup Cost: Candor Lite: \$245 monthly + \$7.50 Per Enrollee Per Month  
Candor Full: \$4,999 One Time Fee + \$7.50 Per Enrollee Per Month  
Candor Full+ \$9,999 OneTime Fee + \$7.50 Per Enrollee Per Month:

#### **REPRESENTATION OF AUTHORITY OF PARTIES/SIGNATORIES**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

# Subscription Agreement

## Candor to Broker Service Subscription

This Subscription Agreement ("**Agreement**") is entered into by and between the Candor USA entity set forth below ("**Candor**") and the entity or person placing an order for or accessing any Services ("**Customer**" or "**you**"). If you are accessing or using the Services on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to "you" or "Customer" reference your company.

This Subscription Agreement is governed by the Candor Subscription Terms of Service ("Terms and Conditions") found at [www.candor.insurance](http://www.candor.insurance). You expressly confirm that You have read the Terms and Conditions and by submitting Your Order for Services, You agree to be bound by the Terms and Conditions.

### **CONSIDERATION**

As consideration for the subscription granted by Candor to Customer hereunder, upon execution of this Agreement, Customer shall pay to Candor (i)an amount equal to Setup Fee.

### **NON-SOLICITATION**

During any period that Candor is providing Services to Customer, and, unless the other party otherwise consents in writing, Candor will not, directly or indirectly, (i) solicit, encourage, or take any other action which is intended to induce the Customer's customers to terminate his or her relationship with the client.

### **REPRESENTATION OF AUTHORITY OF PARTIES/SIGNATORIES**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

## Candor Subscription Terms of Service

This Candor Terms of Service ("**Agreement**") is entered into by and between the Candor USA entity set forth below ("**Candor**") and the entity or person placing an order for or accessing any Services ("**Customer**" or "**you**"). If you are accessing or using the Services on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to "you" or "Customer" reference your company.

This Agreement permits Customer to purchase subscriptions to online software-as-a-service products and other services from Candor pursuant to any Candor ordering documents, online registration, order descriptions or order confirmations referencing this Agreement ("**Order Form(s)**") and sets forth the basic terms and conditions under which those products and services will be delivered. This Agreement will govern Customer's initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement.

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Customer's initial access to any Service (as defined below) through any online provisioning, registration or order process or (b) the effective date of the first Order Form referencing this Agreement.

As used in this Agreement, "Candor" means (a) Candor USA, Inc., a Delaware corporation with offices at 401 Broad Street, Rome, GA 30161.

**Modifications to this Agreement** : From time to time, Candor may modify this Agreement. Unless otherwise specified by Candor, changes become effective for Customer upon renewal of Customer's current Subscription Term (as defined below) or entry into a new Order Form. Candor will use reasonable efforts to notify Customer of the changes through communications via Customer's account, email or other means. Customer may be required to click to accept or otherwise agree to the modified

Agreement before renewing a Subscription Term or entering into a new Order Form, and in any event continued use of the Services after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version. If Candor specifies that changes to the Agreement will take effect prior to Customer's next renewal or order (such as for legal compliance or product change reasons) and Customer objects to such changes, Customer may terminate the applicable Subscription Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the applicable Services for the terminated portion of the Subscription Term.

**BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE ANY SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT. THIS AGREEMENT CONTAINS MANDATORY ARBITRATION PROVISIONS THAT REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS. PLEASE READ IT CAREFULLY.**

## 2. Candor Broker Services

2.1. **Services Overview.** Candor's Services are a suite of messaging software-as-a-service solutions offered through a single platform. The Services are designed to enable Customer to manage communications with People through the entire lifecycle of their relationship with Customer and to provide a Dashboard for accessing and managing Customer Data regarding those People. Customer may import and export Customer Data between the Services and certain Third-Party Platforms through supported integrations. The Services also include Candor Code deployed on Customer Properties to enable functionality.

2.2. **Provision of Services.** Each Service is provided on a subscription basis for a set term designated on the Order Form (each, a "**Subscription Term**"). Candor may also offer Professional Services (as defined in Section 12) related to certain Services. Customer will purchase and Candor will provide the specific Services and related Professional Services (if any) as specified in the applicable Order Form.

2.3. **Access to Services** . Customer may access and use the Services solely for its own benefit and in accordance with the terms and conditions of this Agreement, the

Documentation and any scope of use restrictions designated in the applicable Order Form (including without limitation the number of People tracked). Use of and access to the Services is permitted only by Permitted Users. If Customer is given API keys or passwords to access the Services on Candor's systems, Customer will require that all Permitted Users keep API keys, user ID and password information strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. If Customer is accessing the Services using credentials provided by a third party (e.g., Google), then Customer will comply with all applicable terms and conditions of such third party regarding provisioning and use of such credentials. Customer will be responsible for any and all actions taken using Customer's accounts and passwords. If any Permitted User who has access to a user ID is no longer an employee (or Contractor, as set forth below) of Customer, then Customer will immediately delete such user ID and otherwise terminate such Permitted User's access to the Service. The right to use the Services includes the right to deploy Candor Code on Customer Properties in order to enable messaging, chat and similar functionality and to collect Customer Data for use with the Services as further described below.

**2.4. Candor Apps.** To the extent Candor provides Candor Apps for use with the Services, subject to all of the terms and conditions of this Agreement, Candor grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during any applicable Subscription Term to use the object code form of the Candor Apps internally, but only in connection with Customer's use of the Service and otherwise in accordance with the Documentation and this Agreement.

**2.5. Deployment of Candor Code.** Subject to all of the terms and conditions of this Agreement, Candor grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during any applicable Subscription Term to copy the Candor Code in the form provided by Candor on Customer Properties solely to support Customer's use of the Service and otherwise in accordance with the Documentation and this Agreement. Customer must implement Candor Code on the Customer Properties in order to enable features of the Services. Customer will implement all Candor Code in strict accordance with the Documentation and other instructions provided by Candor. Customer acknowledges that any changes made to the Customer Properties after initial implementation of Candor Code may cause the Services to cease working or function improperly and that Candor will have no responsibility for the impact of any such Customer changes.

**2.6. Contractors and Affiliates.** Customer may permit its Contractors and its Affiliates' employees and Contractors to serve as Permitted Users, provided Customer remains responsible for compliance by such individuals with all of the terms and conditions of this Agreement, and any use of the Services by such individuals is for the sole benefit of Customer.

**2.7. General Restrictions.** Customer will not (and will not permit any third party to): (a) rent, lease, provide access to or sublicense the Services to a third party; (b) use the Services to provide, or incorporate the Services into, any product or service provided to a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to Candor); (d) copy or modify the Services or any Documentation, or create any derivative work from any of the foregoing; (e) remove or obscure any proprietary or other notices contained in the Services (including without limitation (i) the "Powered by Candor" designation that may appear as part of the deployment of the Services on Customer Properties and (ii) notices on any reports or data printed from the Services); or (f) publicly disseminate information regarding the performance of the Services.

**2.8. Candor APIs.** If Candor makes access to any APIs available as part of the Services, Candor reserves the right to place limits on access to such APIs (e.g., limits on numbers of calls or requests). Further, Candor may monitor Customer's usage of such APIs and limit the number of calls or requests Customer may make if Candor believes that Customer's usage is in breach of this Agreement or may negatively affect the Services (or otherwise impose liability on Candor).

### 3. Customer Data

**3.1. Rights in Customer Data.** As between the parties, Customer will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided to Candor. Subject to the terms of this Agreement, Customer hereby grants to Candor a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data solely to the extent necessary to provide the Services to Customer.

**3.2. Storage of Customer Data .** Candor does not provide an archiving service. Candor agrees only that it will not intentionally delete any Customer Data from any Service prior to termination of Customer's applicable Subscription Term. Candor expressly disclaims all other obligations with respect to storage.

### 3.3. Customer Obligations .

a) In General. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants to Candor that Customer has all necessary rights, consents and permissions to collect, share and use all Customer Data as contemplated in this Agreement (including granting Candor the rights in Section 3.1 (Rights in Customer Data)) and that no Customer Data will violate or infringe (i) any third party intellectual property, publicity, privacy or other rights, (ii) any Laws, or (iii) any terms of service, privacy policies or other agreements governing the Customer Properties or Customer's accounts with any Third-Party Platforms. Customer further represents and warrants that all Customer Data complies with the AUP. Customer will be fully responsible for any Customer Data submitted to the Services by any Person as if it was submitted by Customer.

b) No Sensitive Personal Information. Customer specifically agrees not to use the Services to collect, store, process or transmit any Sensitive Personal Information. Customer acknowledges that Candor is not a Business Associate or subcontractor (as those terms are defined in HIPAA) or a payment card processor and that the Services are neither HIPAA nor PCI DSS compliant. Candor will have no liability under this Agreement for Sensitive Personal Information, notwithstanding anything to the contrary herein.

c) Compliance with Laws. Customer agrees to comply with all applicable Laws in its use of the Services. Without limiting the generality of the foregoing, Customer will not engage in any unsolicited advertising, marketing, or other activities using the Services, including without limitation any activities that violate the Telephone Consumer Protection Act of 1991, CAN-SPAM Act of 2003 or any other anti-spam laws and regulations.

d) Disclosures on Customer Properties. Customer acknowledges that the Candor Code causes a unique cookie ID to be associated with each Person who accesses the Customer Properties, which cookie ID enables Candor to provide the Services. Customer will include on each Customer Property a link to its privacy policy that discloses Customer's use of third party tracking technology to collect data about People as described in this Agreement. Customer's privacy policy must disclose how, and for what purposes, the data collected through Candor Code will be used or shared with Candor as part of the Services. Customer must also provide People with clear and comprehensive information about the storing and accessing of cookies or other information on the Peoples' devices where such activity occurs in connection with the Services and as required by applicable Laws. For clarity, as between Customer and

Candor, Customer will be solely responsible for obtaining the necessary clearances, consents and approvals from People under all applicable Laws.

**3.4. Indemnification by Customer.** Customer will indemnify, defend and hold harmless Candor from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to any Customer Data or breach or alleged breach by Customer of Section 3.3 (Customer Obligations). This indemnification obligation is subject to Customer receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all necessary cooperation of Candor at Customer's expense.

Notwithstanding the foregoing sentence, (a) Candor may participate in the defense of any claim by counsel of its own choosing, at its cost and expense and (b) Customer will not settle any claim without Candor's prior written consent, unless the settlement fully and unconditionally releases Candor and does not require Candor to pay any amount, take any action, or admit any liability.

**3.5. Aggregated Anonymous Data .** Notwithstanding anything to the contrary herein, Customer agrees that Candor may obtain and aggregate technical and other data about Customer's use of the Services that is non-personally identifiable with respect to Customer ("**Aggregated Anonymous Data**"), and Candor may use the Aggregated Anonymous Data to analyze, improve, support and operate the Services and otherwise for any business purpose during and after the term of this Agreement, including without limitation to generate industry benchmark or best practice guidance, recommendations or similar reports for distribution to and consumption by Customer and other Candor customers. For clarity, this Section 3.5 does not give Candor the right to identify Customer as the source of any Aggregated Anonymous Data.

#### 4. Security

Candor agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of any Service or Customer Data. However, Candor will have no responsibility for errors in transmission, unauthorized third-party access or other causes beyond Candor's control.

#### 5. Third-Party Platforms

The Services may support integrations with certain Third-Party Platforms. In order for the Services to communicate with such Third-Party Platforms, Customer may be required to input credentials in order for the Services to access and receive relevant



information from such Third-Party Platforms. By enabling use of the Services with any Third-Party Platform, Customer authorizes Candor to access Customer's accounts with such Third-Party Platform for the purposes described in this Agreement. Customer is solely responsible for complying with any relevant terms and conditions of the Third-Party Platforms and maintaining appropriate accounts in good standing with the providers of the Third-Party Platforms. Customer acknowledges and agrees that Candor has no responsibility or liability for any Third-Party Platform or any Customer Data exported to a Third-Party Platform. Candor does not guarantee that the Services will maintain integrations with any Third-Party Platform and Candor may disable integrations of the Services with any Third-Party Platform at any time with or without notice to Customer. For clarity, this Agreement governs Customer's use of and access to the Services, even if accessed through an integration with a Third-Party Platform.

## 6. Ownership

6.1. **Candor Technology.** This is a subscription agreement for access to and use of the Services. Customer acknowledges that it is obtaining only a limited right to the Services and that irrespective of any use of the words "purchase", "sale" or like terms in this Agreement no ownership rights are being conveyed to Customer under this Agreement. Customer agrees that Candor or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Services and all Documentation, professional services deliverables and any and all related and underlying technology and documentation and any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback (collectively, "**Candor Technology**"). Except as expressly set forth in this Agreement, no rights in any Candor Technology are granted to Customer. Further, Customer acknowledges that the Services are offered as an on-line, hosted solution, and that Customer has no right to obtain a copy of any of the Services, except for Candor Code and the Candor Apps in the format provided by Candor.

6.2. **Feedback.** Customer, from time to time, may submit Feedback to Candor. Candor may freely use or exploit Feedback in connection with any of its products or services.

## 7. Subscription Term, Fees & Payment

7.1. **Subscription Term and Renewals.** Unless otherwise specified on the applicable Order Form, each Subscription Term will automatically renew for additional twelve month periods unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Subscription Term.

**7.2. Fees and Payment** . All fees are as set forth in the applicable Order Form and will be paid by Customer within thirty (30) days of invoice, unless (a) Customer is paying via Credit Card (as defined below) or (b) otherwise specified in the applicable Order Form. Except as expressly set forth in Section 9 (Limited Warranty) and Section 14 (Indemnification), all fees are non-refundable. The rates in the Order Form are valid for the initial twelve (12) month period of each Subscription Term and thereafter may be subject to an automatic adjustment increase of up to ten percent (10%) per year. Customer is responsible for paying all Taxes, and all Taxes are excluded from any fees set forth in the applicable Order Form. If Customer is required by Law to withhold any Taxes from Customer's payment, the fees payable by Customer will be increased as necessary so that after making any required withholdings, Candor receives and retains (free from any liability for payment of Taxes) an amount equal to the amount it would have received had no such withholdings been made. Any late payments will be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

**7.3. Payment Via Credit Card.** If you are purchasing the Services via credit card, debit card or other payment card ("Credit Card"), the following terms apply:

1. Recurring Billing Authorization. By providing Credit Card information and agreeing to purchase any Services, Customer hereby authorizes Candor (or its designee) to automatically charge Customer's Credit Card on the same date of each calendar month (or the closest prior date, if there are fewer days in a particular month) during the Subscription Term for all fees accrued as of that date (if any) in accordance with the applicable Order Form. Customer acknowledges and agrees that the amount billed and charged each month may vary depending on Customer's use of the Services and may include subscription fees for the remainder of Customer's applicable billing period and overage fees for the prior month.
2. Foreign Transaction Fees. Customer acknowledges that for certain Credit Cards, the issuer of Customer's Credit Card may charge a foreign transaction fee or other charges.
3. Invalid Payment. If a payment is not successfully settled due to expiration of a Credit Card, insufficient funds, or otherwise, Customer remains responsible for any amounts not remitted to Candor and Candor may, in its sole discretion, either (i) invoice Customer directly for the deficient amount, (ii) continue billing the Credit Card once it has been updated by Customer (if applicable) or (iii) terminate this Agreement.

4. Changing Credit Card Information. At any time, Customer may change its Credit Card information by entering updated Credit Card information via the "Settings" page on the Dashboard.
5. Termination of Recurring Billing. In addition to any termination rights set forth in this Agreement, Customer may terminate the Subscription Term by sending Candor notice of non-renewal to **team@Candor.io** in accordance with Section 7.1 (Subscription Term and Renewals) or, if Customer's Subscription Term is on a monthly basis (or if otherwise permitted by Candor), by terminating via the "Settings" page on the Dashboard, with termination effective at the end of the current Subscription Term. As set forth in Section 2.9 (Trial Subscriptions), if Customer does not enter into a paid Subscription Term following a Trial Period, this Agreement and Customer's right to access and use the Services will terminate at the end of the Trial Period and Customer's Credit Card will not be charged.
6. Payment of Outstanding Fees. Upon any termination or expiration of the Subscription Term, Candor will charge Customer's Credit Card (or invoice Customer directly) for any outstanding fees for Customer's use of the Services during the Subscription Term, after which Candor will not charge Customer's Credit Card for any additional fees.

**7.4. Suspension of Service.** If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), Candor reserves the right to suspend Customer's access to the applicable Service (and any related services) without liability to Customer until such amounts are paid in full. Candor also reserves the right to suspend Customer's access to the Services without liability to Customer if Customer's use of the Services is in violation of the AUP.

## 8. Term and Termination

**8.1. Term.** This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of all Subscription Terms.

**8.2. Termination for Cause.** Either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

**8.3. Effect of Termination.** Upon any expiration or termination of this Agreement, Customer will immediately cease any and all use of and access to all Services (including any and all related Candor Technology) and delete (or, at Candor's request, return) any and all copies of the Documentation, any Candor passwords or access codes and any other Candor Confidential Information in its possession. Provided this Agreement was not terminated for Customer's breach, Customer may retain and use internally copies of all reports exported from any Service prior to termination. Customer acknowledges that following termination it will have no further access to any Customer Data input into any Service, and that Candor may delete any such data as may have been stored by Candor at any time. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

**8.4. Survival.** The following Sections will survive any expiration or termination of this Agreement: 2.7 (General Restrictions), 2.9 (Trial Subscriptions), 3.2 (Storage of Customer Data), 3.4 (Indemnification by Customer), 3.5 (Aggregated Anonymous Data), 6 (Ownership), 7.2 (Fees and Payment), 7.3 (Payment Via Credit Card), 8 (Term and Termination), 9.2 (Warranty Disclaimer), 13 (Limitation of Remedies and Damages), 14 (Indemnification), 15 (Confidential Information) and 17 (General Terms).

## 9. Limited Warranty

**9.1. Limited Warranty .** Candor warrants, for Customer's benefit only, that each Service will operate in substantial conformity with the applicable Documentation. Candor's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for Candor to use commercially reasonable efforts to correct the reported non-conformity, or if Candor determines such remedy to be impracticable, either party may terminate the applicable Subscription Term and Customer will receive as its sole remedy a refund of any fees Customer has pre-paid for use of such Service for the terminated portion of the applicable Subscription Term. The limited warranty set forth in this Section 9.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

**9.2. Warranty Disclaimer** . EXCEPT FOR THE LIMITED WARRANTY IN SECTION 9.1, ALL Services and PROFESSIONAL SERVICES ARE PROVIDED "AS IS". NEITHER Candor NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Candor does not warrant that Customer's use of THE ServiceS will be uninterrupted or error-free, nor does Candor warrant that it will review the Customer Data for accuracy or that it will preserve or maintain the Customer Data without loss OR CORRUPTION. Candor SHALL NOT BE LIABLE FOR THE RESULTS OF ANY COMMUNICATIONS SENT OR ANY COMMUNICATIONS THAT WERE FAILED TO BE SENT USING THE SERVICES. Candor SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF Candor. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

## 11. Support

During the Subscription Term of each Service, Candor will provide end user support in accordance with Candor's Support Policy ("**Support Policy**").

## 12. Professional Services

Candor will provide the professional consulting services ("**Professional Services**") purchased in the applicable Order Form. The scope of Professional Services will be as set forth in a Statement of Work referencing this Agreement and executed by both parties describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information ("**SOW**"). Unless Professional Services are provided on a fixed-fee basis, Customer will pay Candor at the per-hour rates set forth in the Order Form (or, if not specified, at Candor's then-standard rates) for any excess services. Customer will reimburse Candor for reasonable travel and lodging expenses as incurred. Customer may use anything delivered as part of the Professional Services in support of authorized use of the Services and subject to the terms regarding Customer's rights to use the Service set forth in Section 2 (Candor Services) and the applicable SOW, but Candor will retain all right, title and interest in and to any such work product, code or deliverables and any derivative, enhancement or modification thereof created by Candor (or its agents).

### 13. Limitation of Remedies and Damages

**13.1. Consequential Damages Waiver.** EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

**13.2. Liability Cap.** Candor'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO Candor DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT.

**13.3. Excluded Claims.** "Excluded Claims" means any claim arising (a) from Customer's breach of Section 2.7 (General Restrictions); (b) under Section 3.3 (Customer Obligations) or 3.4 (Indemnification by Customer); or (c) from a party's breach of its obligations in Section 15 (Confidential Information) (but excluding claims arising from operation or non-operation of any Service).

**13.4. Nature of Claims and Failure of Essential Purpose.** The parties agree that the waivers and limitations specified in this Section 13 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

### 14. Indemnification

Candor will defend Customer from and against any claim by a third party alleging that a Service when used as authorized under this Agreement infringes a U.S. patent, U.S. copyright, or U.S. trademark and will indemnify and hold harmless Customer from and against any damages and costs finally awarded against Customer or agreed in settlement by Candor (including reasonable attorneys' fees) resulting from such claim, provided that Candor will have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for Candor to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of a Service is (or in Candor's opinion is likely to be) enjoined, if required by settlement or if Candor determines such actions are reasonably necessary to avoid material liability, Candor may, in its sole discretion: (a) substitute substantially

functionally similar products or services; (b) procure for Customer the right to continue using such Service; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term that was paid by Customer but not rendered by Candor. The foregoing indemnification obligation of Candor will not apply: (1) if such Service is modified by any party other than Candor, but solely to the extent the alleged infringement is caused by such modification; (2) if such Service is combined with products or processes not provided by Candor, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of such Service; (4) to any action arising as a result of Customer Data or any third-party deliverables or components contained within such Service; (5) to the extent the alleged infringement is not caused by the particular technology or implementation of the Service but instead by features common to any similar product or service; or (6) if Customer settles or makes any admissions with respect to a claim without Candor's prior written consent. THIS SECTION 14 SETS FORTH Candor's AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

#### 15. Confidential Information

Each party (as "**Receiving Party**") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Candor Technology, performance information relating to any Service, and the terms and conditions of this Agreement will be deemed Confidential Information of Candor without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Candor, the subcontractors referenced in Section 17.8 (Subcontractors)), provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 15 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 15. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession

or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## 16. Co-Marketing

At the request of Candor, Customer agrees to the issuance of a joint press release ("**Press Release**") on a mutually agreed upon date or the 90th day from the Effective Date, whichever is earlier. Each party will have the right to approve the Press Release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees to participate in other reasonable marketing activities that promote the benefits of the Services to other potential customers and to use of Customer's name and logo on Candor's web site and in Candor promotional materials. Customer agrees that Candor may disclose Customer as a customer of Candor.

## 17. General Terms

**17.1. Assignment** . This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 17.1 will be null and void.

**17.2. Severability**. If any provision of this Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

### **17.3. Governing Law; Dispute Resolution.**

a) Direct Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, whether arising in contract, tort



or otherwise, ("**Dispute**"), the parties shall first use their best efforts to resolve the Dispute. If a Dispute arises, the complaining party shall provide written notice to the other party in a document specifically entitled "Initial Notice of Dispute," specifically setting forth the precise nature of the dispute ("**Initial Notice of Dispute**"). If an Initial Notice of Dispute is being sent to Candor it must be emailed to legal@candorinsurance.com and sent via mail to:

Attn: Legal Department  
Candor  
401 Broad Street, Suite #201  
Rome, GA 30171

Following receipt of the Initial Notice of Dispute, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution of the Dispute that is satisfactory to both parties ("**Direct Dispute Resolution**"). If the parties are unable to reach a resolution of the Dispute through Direct Dispute Resolution within thirty (30) days of the receipt of the Initial Notice of Dispute, then the Dispute shall subsequently be resolved by arbitration as set forth below.

b) Arbitration. IN THE EVENT THAT A DISPUTE BETWEEN THE PARTIES CANNOT BE SETTLED THROUGH DIRECT DISPUTE RESOLUTION, AS DESCRIBED ABOVE, THE PARTIES AGREE TO SUBMIT THE DISPUTE TO BINDING ARBITRATION. BY AGREEING TO ARBITRATE, THE PARTIES AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL. The arbitration shall be conducted before a single neutral arbitrator, before JAMS in San Francisco, Delaware . The arbitration shall be administered by JAMS in accordance with this document and the JAMS Streamlined Rules and Procedures for the Arbitration, with one addition: The limitation of one discovery deposition per side shall be applied by the arbitrator, unless it is determined, based on all relevant circumstances, that more depositions are warranted. The arbitrator shall consider the amount in controversy, the complexity of the factual issues, the number of parties and the diversity of their interests and whether any or all of the claims appear, on the basis of the pleadings, to have sufficient merit to justify the time and expense associated with the requested discovery.

The arbitration will occur in Georgia, but the parties may choose to appear by person, by phone, by another virtual means, or through the submission of documents.

The arbitrator will issue a ruling in writing. Any issue concerning the extent to which any dispute is subject to arbitration, the applicability, interpretation, or enforceability of this agreement shall be resolved by the arbitrator. To the extent state law is applicable, the arbitrator shall apply the substantive law of Delaware .

All aspects of the arbitration shall be treated as confidential and neither the parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. The result of the arbitration shall be binding on the parties and judgment on the arbitrator's award may be entered in any court having jurisdiction. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

c) Choice of Law and Jurisdiction. FOR ANY CLAIM WHICH IS NOT SUBJECT TO THIS DISPUTE RESOLUTION PROVISION, CUSTOMER AGREES TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SAN FRANCISCO COUNTY, Delaware . IN ANY DISPUTE, Delaware LAW SHALL APPLY.

d) Construction and Joinder. THIS AGREEMENT MUST BE CONSTRUED AS IF IT WAS JOINTLY WRITTEN BY BOTH PARTIES. BOTH CUSTOMER AND Candor AGREE THAT EACH MAY BRING OR PARTICIPATE IN CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS. NO ARBITRATION OR CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. IN THE EVENT OF ANY DISPUTE CONCERNING THE VALIDITY OR ENFORCEABILITY OF THIS PROVISION, SUCH CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR.

e) Injunctive Relief. Notwithstanding the above provisions, Candor may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

17.4. **Notice**. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee (i) if given by

hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

**17.5. Amendments; Waivers.** Except as otherwise provided herein, no supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. 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. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will have no legal effect.

**17.6. Entire Agreement.** 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 of this Agreement. Customer acknowledges that the Services are on-line, subscription-based products, and that in order to provide improved customer experience Candor may make changes to the Services, and Candor will update the applicable Documentation accordingly. The support and service level availability terms described in the Support Policy and the SLA may be updated from time to time upon reasonable notice to Customer to reflect process improvements or changing practices (but the modifications will not materially decrease Candor's obligations as compared to those reflected in such terms as of the Effective Date).

**17.7. Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and that are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

**17.8. Subcontractors .** Candor may use the services of subcontractors and permit them to exercise the rights granted to Candor in order to provide the Services under this Agreement, provided that Candor remains responsible for (i) compliance of any such

subcontractor with the terms of this Agreement and (ii) for the overall performance of the Services as required under this Agreement.

17.9. **Subpoenas.** Nothing in this Agreement prevents Candor from disclosing Customer Data to the extent required by law, subpoenas, or court orders, but Candor will use commercially reasonable efforts to notify Customer where permitted to do so.

17.10. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent

17.11. **Export Control.** In its use of the Services, Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer will not (and will not permit any of its users to) access or use the Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to the Services any information that is controlled under the U.S. International Traffic in Arms Regulations

17.12. **Government End-Users.** Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. All Services were developed fully at private expense. All other use is prohibited

17.13. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

By signing this contract, I have read and agree to the terms and conditions stated above.

Brokerage:

\_\_\_\_\_  
Agency/Broker Signature

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Print Name