

IBQ SYSTEMS TERMS OF SERVICE AGREEMENT

These IBQ Systems Terms of Service ('TOS') are incorporated into the IBQ Subscription Order Form ("Order") executed by Customer and IBQ Systems.

CUSTOMER AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY CUSTOMER. BY EXECUTING THE ORDER, OR BY DOWNLOADING, INSTALLING OR USING THE IBQ SYSTEMS PLATFORM, CUSTOMER AGREES TO BE BOUND BY THE AGREEMENT AND ACCEPTS ALL OF THE PROVISIONS OF THESE STANDARD TERMS. THE AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS OR USES IBQ SYSTEMS PLATFORM ON BEHALF OF THEMSELVES OR THE USER.

1. Introduction.

IBQ Systems develops, licenses and provides proprietary information technology, information platform and related services for the insurance industry. Customer has ordered an IBQ Systems Platform pursuant to a signed Order. Capitalized terms used but not defined in an Order have the meanings as set forth in Section 18 of these TOS. Any terms and conditions provided by Customer on a purchase order or other document not expressly incorporated in writing into the Agreement or not mutually agreed as evidenced by a written amendment to this Agreement are not valid. In the event of any conflict between the agreement documents, the inconsistency shall be resolved by giving precedence in the following order and where applicable: (i) the Order, including the Services Addenda; (ii) these Terms of Use including any riders, addendum, schedule or exhibits added to the TOS; then (iii) click-through or other terms residing within the IBQ Systems Platform. Updates to the TOS during the Term will be applicable as of the date the update is made and your continued use of the IBQ Systems Platform is your agreement to be bound by those terms.

2. IBQ Systems Platform.

2.1. License Grant / Limitations. Subject to Customer's compliance with the Agreement, including payment of all Charges due hereunder, IBQ Systems grants to Customer a revocable, limited, non-exclusive, non-transferable License to use the IBQ Systems Platform according to the License Metric specified in the applicable Order solely in connection with Customer's internal business operations and data processed by Customer's Users for the Term specified in the Order. The IBQ Systems Platform is licensed, not sold to you and IBQ Systems retains ownership of all copies of the IBQ Systems Platform applications even after installation on any of your electronic devices. All rights not expressly granted in this Agreement are hereby expressly reserved by IBQ or its suppliers.

2.2 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 only 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.

2.3 License Metric. Use of and access to the IBQ Systems Platform is limited to, and Charges will reflect, the License Metric. Customer must purchase additional quantities, at then current rates, in the event the Customer's needs or usage exceed the License Metric or quantity specified on the Order. Unless

stated otherwise in the Order, 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.

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

2.5 Customer Obligations. Customer is solely responsible for any and all information, including Customer Data, submitted to IBQ Systems in connection with the IBQ Systems Platform. 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; (iii) that Customer has obtained any necessary consents to share the Customer Data; and (iv) does not contain obscene, unlawful, harassing, defamatory, discriminatory, or libelous content.

2.6 IBQ Systems Obligations. IBQ Systems 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 IBQ System’s use, reuse, non-disclosure and protection of such Customer Data.

3. Ownership.

3.1 IBQ Systems Materials. IBQ Systems exclusively owns all right, title and interest in and to the IBQ Systems Platform including, but limited to, (i) De-Identified Data; (ii) associated intellectual property rights; (iii) all improvements or modifications; (iv) all deliverables provided to Customer; and (v) all feedback, suggestions, or ideas provided by Customer relating to the IBQ Systems Platform during the course of the business relationship. Except for the limited License rights explicitly set forth in the Agreement no right, title or interest in or to the above list is granted or otherwise transferred to Customer.

3.2 Customer Data. Customer exclusively owns all right, title and interest in and to the Customer Data, including where contained or stored in the IBQ Systems Platform as provided to IBQ Systems; however, Customer grants IBQ Systems a limited license at no cost to IBQ Systems to hold Customer Data until

Customer asks that it be deleted from IBQ Systems Platform. IBQ Systems reserves the right to delete permanently Customer Data pursuant to its data retention policy.

3.3 Anonymous Data. IBQ Systems shall have the right to access, compile, and aggregate information supplied by Customer, including Customer Data, into Anonymous Data. IBQ Systems owns all Anonymous Data. IBQ Systems may use or distribute such Anonymous Data for any lawful purpose, including without limitation analytics, benchmarking and research purposes.

3.4 Data Retention Policy. IBQ Systems agrees Customer's Customer Data will be available for 60 days in mysqldump format for download upon termination or completion of the service before it is deleted. Except as otherwise agreed to or required by applicable law, Customer will have 30 days after termination or completion of the service to request IBQ initiate the mysqldump transfer. Customer agrees to pay \$200 to download the data for each location as specified on the most recent billing statement. IBQ agrees all such customer data (including backups) will be cycled out of the IBQ Systems Platform and deleted within 120 days.

4. Equipment.

Customer provides its own equipment pursuant to and in compliance with all Documentation and technical requirements. IBQ Systems assumes no liability for Customer's equipment.

5. Third-Party Platform.

The IBQ Systems Platform may include Third-Party Platform, which must be obtained by Customer either directly from its original third-party licensor or from IBQ Systems. In the event the Third-Party Platform comes from IBQ Systems, Customer acknowledges that IBQ Systems secured the Third-Party Platform as agent of the Customer and at the direction of the Customer. Customer may use the Third-Party Platform solely in conjunction with the applicable IBQ Systems Platform subject to the Agreement. Third-Party Terms may apply, which may be updated from time to time the third-party licensor, and Customer is responsible for compliance with any updated terms. IBQ Systems will pass through to Customer, to the fullest extent possible, any warranties and indemnities that IBQ Systems receives from licensors of Third-Party Platform; provided however, if no warranty or indemnification is provided by the third-party licensor to IBQ Systems, then is no warranty or indemnities the Third-Party Platform. IBQ neither warranties nor indemnifies Customer for any claims arising out of the Third-Party Platform regardless of whether the Customer procured the license directly from third-party licensor or through IBQ Systems on the Customer's behalf. In the event IBQ Systems procures Third-Party Platform on behalf of the Customer, Customer consents to the sharing of its contact information to the third party for its lawful use.

6. IBQ Systems User Group.

Customers may be provided access to a IBQ Systems User group community where they can interact with other Users. Customer agrees that IBQ Systems may provide Customer information such as its business name; primary contact name; contract information, such as email address or phone number; and the names of products licensed by Customer to the applicable IBQ Systems User group. IBQ Systems reserves the right to terminate the group at any time, in its sole discretion.

7. Charges, Payments and Taxes.

7.1 Charges and Payment. All Charges and fees will be fully due and owing at the earliest time that the applicable services through the IBQ Systems Platform are first rendered or that the applicable access to the IBQ Systems Platform is first granted. 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 the specific IBQ Systems Platform and 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.

Charges may include fees related to data storage in excess of 30 gigabytes per month and may include additional fees for data storage requests, data transactions, and data transfers. Customer shall pay the applicable Charges in accordance with any payment terms and schedules for payment set forth in each applicable Order. Disputes to Charges must be brought before the invoice or Charges become due or they will be deemed accepted. Where Customer provides IBQ Systems with electronic payment information to effectuate payment, Customer authorizes IBQ Systems to charge for all IBQ Systems Platform 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 or additional IBQ Systems Platform Terms. 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, IBQ Systems can collect from Customer.

7.1.1 Charges for Add-on Orders. Subject to Section 7.2, Charges for IBQ Systems Platform 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.

7.2 Changes to Charges. Except as may be specifically set forth in an Order, IBQ Systems may change the Charges for our IBQ Systems Platform upon sixty (60) days' notice to Customer no more than once per year or upon term renewal. IBQ will not increase pricing by more than 5% in any calendar year. IBQ Systems may change the Charges if Customer's mergers, acquisitions or divestitures give additional access to the IBQ Systems Platform. IBQ Systems 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.

7.3 Third-Party Charges. IBQ Systems Platform may include third party Charges which flow through IBQ Systems, but which are controlled by the third party. Changes to such third-party Charges may occur without notice and be backdated to the original date imposed by the third party on IBQ Systems. If the third-party Charges be subject to sales tax or use tax, then it is the Customer's responsibility and obligation to assure that the proper state receives the appropriate sales or use tax. If the Third-Party includes a state's sales or use tax, then IBQ Systems will pass that additional cost to Customer. If there is any dispute about whether such charges are subject to a state's sales or use tax, such dispute shall be addressed by and between the Customer and the third-party charging the tax. Customer waives any statute of limitations that might apply to this contract for the limited purpose of collecting the sales or use tax that a state might require IBQ Systems to collect from the customer.

7.4 Taxes. All fees are exclusive of all applicable taxes, levies, or duties, and Customer will be responsible for payment of all such taxes, levies, or duties imposed on the Transaction. Customer will pay all fees free and clear of, and without reduction for, any VAT, GST, withholding, or similar taxes; any

such taxes imposed on Customer for the payments of fees is Customer's responsibility, and Customer will provide receipts, forms, or certificates issued by the appropriate taxing authority to IBQ Systems on its request to establish that such taxes have been paid.

7.5 Compliance with Laws. Notwithstanding Section 11, Customer shall be liable and agrees to pay for all costs incurred by IBQ Systems in connection with responding to any subpoena or other similar legal requirement where such subpoena or legal requirement is related to the Agreement.

7.6 Failure to Pay. If Customer fails to pay any amount within thirty (30) days of the due date IBQ Systems may suspend the applicable IBQ Systems Platform related to Customer's failure to pay. During any suspension, IBQ System's obligation to provide such IBQ Systems Platform 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 IBQ System's costs of collection, including, but not limited to, court costs, filing fees and reasonable attorney's fees.

7.7 Month to Month Option. Customers who elect to utilize IBQ without a signed Order understand IBQ may implement a surcharge at IBQ's discretion and with no advance notice.

7.8 Payment Methods. Acceptable payment methods for IBQ Charges are credit card and ACH transfer. Under this Agreement you hereby authorize IBQ to charge all amounts due to any credit card or ACH transfer information provided by you to IBQ. If Customer payment method is declined or otherwise denied by Customers banking institution, any fees or penalties associated with the declined payment(s) will be added to Customers existing outstanding balance.

8. Term and Termination.

8.1 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 written notice at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. IBQ Systems 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 an IBQ Systems Platform which is being discontinued by IBQ Systems. IBQ Systems, in its sole discretion, may either (i) replace the discontinued IBQ Systems Platform with a substantively similar IBQ Systems Platform, 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.

8.1.1 Add-on Orders. The Term for Add-on Orders will join the then current Term of the original Order and the IBQ Systems Platform listed on the Add-on Order will renew for the Renewal Term as specified on the Add-on Order.

8.2 Termination for Breach. If either party materially breaches the Agreement, the non-breaching party may provide a written notice of termination for cause. The breaching party shall have thirty (30) calendar days from receipt of such notice to cure the breach if such breach is curable (in which case the notification must state that it is effective immediately and the basis therefor). If the breach (if curable) is not cured within such period, the Agreement will terminate as indicated in the notice. Any attempt to

liquidate operations, cease operations or seek or obtain protection from creditors is deemed a material breach. An ownership transfer of IBQ Systems is not an attempt to liquidate operation, cease operations, or obtain protection of creditors and IBQ Systems may assign the Agreement to a new owner without Customer's consent.

8.3 Notice of Non-renewal or Termination for Cause. Any notice of non-renewal or termination for cause must include the product specifications and a reference to the Order number or specific agreement for the terminated IBQ Systems Platform. If Customer requires extraction of Customer Data from the IBQ Systems Platform this must be included in the notice or the response to notice and such extraction will be performed at the then current market rates for Professional Services.

8.3.1 Companies and Company Products. Customer acknowledges at the time of signing the IBQ Order and each Order renewal the companies, company products and company capabilities integrated into the IBQ Platform. IBQ makes every attempt to retain existing companies and add new companies and company product into the IBQ Platform. If a carrier or carrier product is removed from or altered in the IBQ Platform the Charges and Term associated with the then current Order will remain unchanged. Changes to available companies or company products in IBQ's platform is an insufficient cause for Termination or refund / alterations to Charges.

8.4 Effect of Termination. Upon non-renewal or termination for cause of an Order for any reason, Customer shall immediately discontinue use, immediately erase, and immediately remove all copies of the IBQ Systems Platform licensed to Customer pursuant to the applicable Order, return all copies of such IBQ Systems Platform to IBQ Systems or destroy all copies and certify such destruction to IBQ Systems and immediately pay all Charges then due and payable to IBQ Systems. Following termination of the Agreement, IBQ Systems 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 IBQ Systems shall maintain the confidentiality of such Customer Data until such Customer Data has been destroyed. In the event IBQ Systems deletes any Customer Data, such copies will be destroyed in accordance with IBQ System's back-up policies and procedures.

8.5 Survival. Sections 2.5, 3, 5, 7, 8.2, 8.3, 8.4, 8.5, and 9 through 18 shall survive the termination or expiration of the Agreement for any reason.

9. Confidentiality.

9.1 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, to 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 the 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.

9.2 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; (iv) was independently developed by the receiving party without use of the Confidential Information, or (v) is disclosed through subpoena or other legal process. 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 exception.

9.3 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. If a receiving party is compelled by a court or other body of competent jurisdiction to disclose the Confidential Information, to the extent legally permissible, prior to disclosure, the receiving party shall inform the disclosing party by written notice and shall provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the Confidential Information required to be disclosed. The receiving party may then disclose only so much of the Confidential Information as is legally required to be disclosed.

10. Warranty.

10.1 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.

10.2 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 the IBQ Systems Platform; (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 IBQ Systems; and (v) with regards to compliance with import and export controls, that it is not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will it transfer or provide access to software, technology, and other technical data via the IBQ Systems Platform to parties identified on such lists.

10.3 IBQ Systems Warranties. IBQ Systems warrants to Customer that (i) the material functions of the In-House Software licensed under an Order shall perform substantially as described in the Documentation for such In-House Software on the delivery date and for ninety (90) calendar days

thereafter; (ii) the Online Services shall operate as described in the applicable Documentation for such Online Services; and (iii) the Professional Services shall be performed in a workmanlike manner.

10.4 Remedy. Customer's sole remedy and IBQ System's sole liability for breach of a warranty shall be, with respect to the IBQ Systems Platform, to repair or replace the IBQ Systems Platform 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.

10.5 Warranty Limitations. The warranties provided by IBQ Systems under this Section 12 are limited with respect to any Claims for breach of warranty due to any of the following: (i) causes external to the IBQ Systems Platform 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 the IBQ Systems Platform) such as failing to follow the usage instructions or Documentation or adhering to the minimum recommended technical requirements; (iii) changes Customer or any third party makes to any IBQ Systems Platform which are not authorized by IBQ Systems in advance and in writing; (iv) Customer's failure to install updates IBQ Systems has provided to Customer; (v) IBQ System's compliance with designs, instructions or specifications provided by Customer, or IBQ System's reliance upon Customer Data; (vi) the combination, operation or use of the IBQ Systems Platform with other hardware or software where the IBQ Systems Platform would not by itself be infringing; (vii) any defect, infringement or non-conformity not reported by Customer within a timely fashion; or (viii) other causes not attributable to IBQ Systems.

10.6 No Warranty. IBQ Systems does not warrant the accuracy or completeness of any information provided to it by a third party, including by the Customer directly, or that the IBQ Systems Platform 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

10.5, and except as otherwise provided in the Agreement, Customer shall be exclusively responsible for, and IBQ Systems makes no warranty or representation with respect to: (i) determining whether the IBQ Systems Platform will achieve the results desired by Customer; (ii) training Customer's personnel in computer operations or foundational knowledge, other than such IBQ Systems-provided training as may be expressly set forth in an Order; (iii) ensuring the accuracy of any input data used with the IBQ Systems Platform, including (without limitation) data input to the IBQ Systems Platform in conjunction with any data conversion services provided by IBQ Systems; (iv) Customer's practices in relation to privacy and 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 the IBQ Systems Platform.

10.7 No Advice. IBQ Systems does not provide legal, financial, or other professional advice. Some IBQ Systems Platform may contain the opinions of or information from third parties, and IBQ Systems is not responsible for these opinions or information. Likewise, IBQ Systems 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 the IBQ Systems Platform. Customer agrees that it uses the IBQ Systems Platform at its own risk in these respects.

10.8 DISCLAIMER. EXCEPT AS EXPLICITLY PROVIDED IN THIS SECTION 10, IBQ SYSTEMS MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THE IBQ SYSTEMS

PLATFORM, 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. IBQ SYSTEMS AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT THE IBQ SYSTEMS PLATFORM PROVIDED HEREUNDER SHALL BE UNINTERRUPTED OR ERROR-FREE.

IBQ SYSTEMS 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 USER OF THE IBQ SYSTEMS PLATFORM OR ANY OTHER PERSON.

11. Indemnification.

11.1 By IBQ Systems. Subject to Section 11, IBQ Systems shall defend, indemnify, and hold harmless Customer and its permitted assigns from and against any and all infringement Claims arising out of or in connection with any third-party claims that the IBQ Systems Platform, 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.

11.1.1 IBQ Systems 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 the IBQ Systems Platform, (ii) replace the IBQ Systems Platform with a modified version so long as it does not decrease the functionality, or (iii) terminate the Agreement as to the allegedly infringing IBQ Systems Platform. In such event, IBQ Systems makes no admission and disclaims all liability that any actual infringement occurred.

11.2 By Customer. Customer shall defend, indemnify, and hold harmless IBQ Systems, and its permitted assigns, from and against any and all Claims, arising out of or in connection with the use of the IBQ Systems Platform 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.

11.3 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 11 (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 11. 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 of such Claim. 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.

11.4 Exclusive Remedy. This Section 11 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 11.

12. LIMITATION OF LIABILITY.

EXCEPT WITH RESPECT TO IBQ SYSTEM'S INDEMNIFICATION OBLIGATION IN SUBSECTION 11.1 AND A BREACH BY IBQ SYSTEMS OF SUBSECTION 10.3, IBQ SYSTEM'S AGGREGATE, CUMULATIVE LIABILITY IN CONNECTION WITH ALL AGREEMENTS, AND THE IBQ SYSTEMS PLATFORM PERFORMED SHALL BE CAPPED AT THE AMOUNT EQUAL TO THE IBQ SYSTEMS PLATFORM FEES ACTUALLY RECEIVED BY IBQ SYSTEMS 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 IBQ SYSTEMS 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 12 APPLY TO ALL CLAIMS OR CAUSES OF ACTION ON WHATEVER BASIS AND UNDER WHATEVER THEORY BROUGHT AND IRRESPECTIVE OF WHETHER IBQ SYSTEMS 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 IBQ SYSTEMS AND CUSTOMER. CUSTOMER UNDERSTANDS AND AGREES THAT IBQ SYSTEMS COULD NOT ECONOMICALLY OFFER THE AGREEMENT, AND ITS SUBJECT MATTER, TO CUSTOMER WITHOUT THESE LIMITATIONS. THE ESSENTIAL PURPOSE OF THIS SECTION 12 IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE IBQ SYSTEMS PLATFORM CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF IBQ SYSTEMS WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. IBQ SYSTEMS HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER THE LICENSE RIGHTS GRANTED UNDER THE AGREEMENT.

13. 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.

14. 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 IBQ Systems in its sole discretion, not to be unreasonably withheld. Any attempt to do so without such consent shall be void. Such consent from IBQ Systems 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 14. Subject to the foregoing, the Agreement shall be binding upon the parties and their respective successors and permitted assigns. IBQ Systems may assign the Agreement, in whole or in part, without notice of such assignment to or consent by the Customer.

15. Publicity.

IBQ Systems has the right to use Customer's name and logo for the sole purpose of identifying it as a Customer of IBQ Systems Platform. Beyond this specific right, neither party shall publish the name, trade name, trademark or service mark of the other party without the prior consent of the other party, which consent may be withheld in the sole discretion of the party.

16. IBQ Systems Audit.

IBQ Systems has the right to verify Customer's compliance with the Agreement. Customer agrees to: (i) implement internal safeguards to prevent any unauthorized copying, distribution or use of any IBQ Systems Platform; (ii) keep records relating to all IBQ Systems Platform (including the number of all Users and their usage). 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 installation or use of the IBQ Systems Platform, Customer will promptly acquire and pay IBQ Systems 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 IBQ Systems for the costs incurred in the audit and acquire and pay IBQ Systems for the necessary additional Licenses and for any prior unlicensed usage within thirty (30) days without benefit of any otherwise applicable discount.

17. Miscellaneous.

17.1 Entire Agreement. The Agreement as modified and supplemented by any applicable amendments, Orders, and related addenda between the parties is the complete agreement of the parties with respect to its subject matter and supersede all prior discussions, negotiations and agreements and any earlier proposals all whether verbal or written. The Agreement shall not be amended except in a writing signed by both parties or pursuant to or in connection with an Order or as otherwise expressly provided herein.

17.2 Third-Party Beneficiaries. Except for those third parties which have licensed software or other intellectual property to IBQ Systems and which is included as part of the IBQ Systems Platform, no person or entity will be a third-party beneficiary of the Agreement or have any right or cause of action hereunder.

17.3 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of laws and all Claims and actions related hereto shall be brought in the appropriate state or federal court located in Spokane, WA. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.

17.4 Notice.

17.4.1 To Customer. Notices to Customer shall be delivered by certified or overnight mail to its invoicing address specified by Customer in the Order or its current address in IBQ System's invoicing records; by means of a notice, which may be a general notice, on the Online Services; or by electronic mail to Customer's administrator e-mail address on record in IBQ System's account information.

17.4.2 To IBQ Systems. Notices to IBQ Systems shall be sent by overnight or certified mail to IBQ Systems, POB 2204 Spokane, WA. 99210, Attention: General Counsel with an electronic copy sent to hop@IBQSystems.com.

17.5 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 Seattle, Washington, 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 subsection shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

17.6 Independent Contractors. The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship, or to subject the parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein.

17.7 Severability. If any provision of the Agreement is held unenforceable, the enforceability of the remaining provisions shall not be affected.

17.8 No Waiver. Waiver by either party of any breach or provision of the Agreement shall not constitute waiver of any other breach or provision.

17.9 Headings. The headings in these Standard Terms are used for convenience of reference only.

18. Definitions.

Add-on Order A subsequent Order which (i) adds functionality or features to a currently licensed IBQ Systems Platform, and/or (ii) amends the License Metric and/or increases the quantity related to a currently licensed IBQ Systems Platform.

Agreement Collectively, all contract documents including the Order, Third-Party Terms, Platform Terms, Standard Terms, amendments and any attachments to the documents, and click-through terms.

Charges Collectively (i) IBQ Systems Platform fees and any amounts payable as set forth on the Order, (ii) flow-through fees from third-party providers as detailed on the Order, (iii) fees paid on behalf of Customer to regulatory bodies which flow through the designated IBQ Systems Platform as indicated in the description or purpose, (iv) third-party costs and (v) reasonable travel expenses.

Claim Any and all claims, losses, liabilities, damages, actions, suits, proceedings, settlements, judgments, costs and expenses including without limitation reasonable attorney's fees and any and all costs and

expense of responding to any subpoena, discovery request or any other litigation-related or similar expense.

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) IBQ Systems Platform, (iii) Third-Party Platform, (iv) the Agreement including pricing, and (v) Login details.

Customer The entity listed on the Order which is purchasing IBQ Systems Platform from IBQ Systems. 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 IBQ Systems in connection with the Agreement, expressly including the administrator information.

De-Identified Data Information that has been compiled and modified by IBQ Systems so that it does not include (i) any personally identifiable information of any employee, enrollee, subscriber, beneficiary, or other individual; or (ii) the identity of any employer, trade group, insured, insurer or any other entity.

Documentation Technical and user documentation describing the use and operation of the IBQ Systems Platform.

In-House Software Software which is delivered to the Customer in object code form by electronic download or a physical medium and hosted on Customer's systems.

Initial Term The initial length of time for the provision of IBQ Systems Platform specified on the Order which begins on the Order Effective Date.

License The limited right to use, lease, access, interface or connect with or install IBQ Systems Platform pursuant to the License Metric and quantity specified on the Order.

License Metric The basis for the pricing of each of the IBQ Systems Platform 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 IBQ Systems 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 IBQ Systems Platform through the internet.

Order Quote or order document or online form that lists specifics (i.e. description, pricing, etc.) of the IBQ Systems Platform that Customer has ordered, including the Services Addendum if applicable.

Order Effective Date Latest date on which representatives of both IBQ Systems and Customer have signed the Order, or when signed or submitted by Customer and acknowledged and accepted by IBQ Systems whether or not signed by the parties.

Professional Services A type of IBQ Systems Platform where IBQ Systems (i) converts or migrates data; (ii) installs and/or implements any IBQ Systems Platform; (iii) creates enhancements or customizations of the IBQ Systems Platform; (iv) provides training, consulting and/or project management services; and/or (v) uses the IBQ Systems Platform or other Third-Party Platform 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.

Third-Party Platform Hardware, software and/or content (including, but not limited to, libraries of electronic publications, manuals, guides, forms, newsletters, or other reference materials) owned or licensed by third parties.

Transaction A request for, exchange of or supply of data which is processed through a IBQ Systems Platform.

User Individuals or locations that are duly authorized under the License to use the IBQ Systems Platform.

IBQ Systems The IBQ Systems Company(ies) which own(s) the applicable IBQ Systems Platform(s) specified on the Order.

IBQ Systems Platform Collectively, all products and services provided by IBQ Systems to Customer, including, but not limited to In-House Software, Online Services, Maintenance, and Professional Services.