EZLYNX TERMS OF SERVICE

1. **ADVISORY. PLEASE NOTE THAT OUR TERMS OF SERVICE WERE UPDATED ON <u>JANUARY 1, 2025</u>, AND THAT THE UPDATED TERMS WILL APPLY TO: (1) ALL ORDERS MADE AFTER THIS DATE; (2) ALL ORDERS: (A) WHICH ARE SUBJECT TO DIFFERENT TERMS AND CONDITIONS THAT ALLOW THE MODIFICATION THEREOF BY POSTING SUCH MODIFICATIONS THROUGH THE SERVICE, OR (B) FOR WHICH CUSTOMER HAS AFFIRMATIVELY ACCEPTED THESE TERMS, INCLUDING THROUGH THE SOFTWARE BY "CLICK TO ACCEPT"; (3) ALL ORDERS EFFECTIVE PRIOR TO JANUARY 1, 2025, EXCEPT THAT THESE TERMS WILL NOT APPLY UNTIL THE START OF THE NEXT RENEWAL PERIOD UNLESS CONDITION (2A) OR (2B) ABOVE IS MET; AND (4) ANY USE OF THE SOFTWARE NOT SUBJECT TO AN ORDER. SUBJECT TO THE FOREGOING, THESE TERMS WILL SUPERSEDE AND REPLACE OTHER TERMS AND CONDITIONS IN SUCH ORDERS TO WHICH THESE TERMS WILL APPLY.**

   THESE TERMS OF SERVICE ("TERMS") ARE A LEGAL AGREEMENT BETWEEN YOU, EITHER FOR YOURSELF INDIVIDUALLY OR ON BEHALF OF THE ENTITY THAT PURCHASED ACCESS TO THIS SOFTWARE, ("LICENSEE" OR "CUSTOMER") AND APPLIED SYSTEMS, INC. ("APPLIED") SUCCESSOR-IN-INTEREST TO WEBCETERA LP DBA EZLYNX. BY USING OR ORDERING ANY SOFTWARE OR PROFESSIONAL SERVICES, (A) YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS, (B) YOU REPRESENT THAT YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO THESE TERMS (INCLUDING, IF ON BEHALF OF ANOTHER PERSON, TO BIND THAT PERSON TO THESE TERMS) AND PERFORM ALL APPLICABLE OBLIGATIONS UNDER IT, AND (C) YOU REPRESENT THAT YOUR EXECUTION AND PERFORMANCE OF THESE TERMS WILL NOT CONFLICT WITH OR OTHERWISE VIOLATE ANY APPLICABLE LAWS OR OTHER AGREEMENT TO WHICH YOU MAY BE BOUND. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SOFTWARE. THESE TERMS CONTROL TO THE EXTENT THEY DIRECTLY CONFLICT WITH ANY TERMS OR CONDITIONS CONTAINED IN ANY PRIOR AGREEMENT, INCLUDING PRIOR SCHEDULES, PROPOSALS, LICENSES, ADDENDA, AND/OR ORDERS, BETWEEN CUSTOMER AND APPLIED, UNLESS OTHERWISE STATED THEREIN.

2. **SUBJECT OF AGREEMENT**. Customer is an insurance agency or insurance brokerage operating in the United States. The Agreement sets forth all the terms and conditions upon which Customer may obtain access to software, products, and services for use in its capacity as an insurance agency or insurance brokerage from Applied and the Agreement will control the relationship between the parties. The specific Applied Software and related services obtained by Customer from Applied are set forth the applicable Order and/or replacements and supplements thereto. Capitalized terms not defined elsewhere in the Agreement shall have the meaning given to them in Section 14 (*Definitions*) herein. All terms not defined herein will be given their ordinary meaning. Once the parties complete and execute an Order, it shall be governed by the Agreement and Applied will provide access to the Software, Support, and Professional Services to Customer in accordance with the applicable Order as set forth in the Agreement.

3. **ACCESS TO SOFTWARE & SERVICES**

   3.1. **Access to Software**. Applied hereby grants to Customer a limited, non-sublicensable, non-transferable, non-exclusive right to access the Software via the Cloud Environment during the Term solely for the Permitted Use, except during Maintenance, Downtime, a Force Majeure Event, and any suspension or termination of access as permitted by the Agreement. All Software is subject to an Initial Term and Users are provisioned on a Named Basis only, unless otherwise indicated in an Order. Extended Solutions are subject to the Agreement and Product Terms and may require Customer to obtain access to Primary Software deployed via the Cloud Environment for them to function. Customer will not make any Software, Professional Services, or content therein available to, or use them for the benefit of, anyone other than Customer, its Affiliates, or its Users.

   3.2. **Professional Services & Work Product.** Professional Services are set forth in an Order or in one or more SOWs and are subject to the Professional Services Terms. Requested services outside the scope of the SOW will require a modified or additional SOW and may require additional fees. Effective upon completion of the Professional Services under a SOW and payment in full by Customer of the fees for such Professional Services, Applied grants to Customer a personal, non-transferable, non-sublicensable, non-exclusive, and limited license to use the resulting Work Product solely for the Permitted Use for the Term.

   3.3. **Testing.** Pursuant to an Order, Applied may authorize a specified number of Users, databases, or instances of the Software for Testing by Customer so long as: (a) such use and access is for Non-Production use only; (b) the number of "test" concurrent users in aggregate among all Testing Users does not exceed the number of Users obtained by Customer for "production" or "live" use; and (c) Customer remains current on fees for the same or equivalent Software that is in production use. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, DURING TESTING SOFTWARE IS PROVIDED "AS-IS" WITHOUT WARRANTIES OF ANY KIND.

   3.4. **Restrictions.** Except as expressly authorized herein or by Applied in writing, Customer shall NOT: (a) remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear in or on any Software or Work Product; (b) disassemble, decompile, reverse-engineer, or attempt to gain unauthorized access to the Software or Work Product, including the source code; (c) allow a non-User to access the Software; (d) use the Software or Work Product as part of a third-party "private labeling" or "white labeling" transaction or host in a third-party cloud solution; (e) license, sublicense, resell, lease, lend, distribute, publish, assign, transfer or otherwise make available the Software, Work Product, or Documentation to any third party, in whole or part; (f) bypass or breach (or attempt to do so) any security device or protection used by or contained in the Software or Work Product; (g) create an integration, workflow, or modification that reduces the number of Users needed for the Software or otherwise undermines the usage metrics set forth in an Order; (h) use the Software or Work Product for purposes of benchmarking, competitive analysis, or for developing, using or providing a competing software, product, or service; (i) create derivative works of, duplicate, reproduce, modify, transform, or otherwise translate the Software, including the source code, Work Product, or Documentation; or (j) allow another entity or person to do any of the foregoing. All rights not expressly granted to Customer in the Agreement are reserved by Applied and its licensors.

4. **INTELLECTUAL PROPERTY**

   4.1. **Ownership.** All right, title, and interest, including copyright and other intellectual property rights, in and to the Software and Documentation, and all graphics, user interfaces, logos, and trademarks in or on the same, are and shall remain the property of Applied or its licensors. All right, title, and interest, including copyright interests and any other intellectual property rights, in and to Work Product are and shall remain the exclusive property of Applied. Applied Software and Work Product is not and shall not be considered a "work made for hire" (as defined in the U.S. Copyright Act (17 U.S.C. §101 et seq.)). All Updates, as well as ideas or suggestions made by Customer for program improvements, shall be the property of Applied and subject to the Agreement. Customer agrees that the Software constitutes, embodies, and/or contains valuable trade secrets, proprietary information, and other Confidential Information owned by Applied or its licensors and that any use or disclosure to third parties not specifically authorized in writing by Applied or its licensors is prohibited.

   4.2. **Modifications and Assignment.** To the extent Customer violates the restrictions set forth in Section 3.4 subclauses h and i, and subclause j as related thereto, Customer automatically assigns to Applied, upon creation, all right, title, and interest in and to such materials, including copyright and any other intellectual property interests, without the necessity of further consideration and without any claim that Applied has waived breach of this provision. Customer shall cooperate with Applied in completion of any documentation required for such assignment.

5. **CUSTOMER OBLIGATIONS**

   5.1. **Acceptable Use.** Customer shall access and use the Software in compliance with Applied's current Acceptable Use Policy and all applicable laws and regulations. Applied reserves the right, upon reasonable prior notice if possible, to delete, move, or edit any content that Applied may determine, in its sole but reasonable discretion, violates the Acceptable Use Policy or is otherwise inappropriate.

   5.2. **Minimum Requirements & Passwords.** Customer agrees that at all times it is solely responsible for: (a) ensuring the compatibility of the Software with its business system requirements; (b) use of the Software in accordance with the minimum configuration requirements described in the

Documentation for the corresponding version of the Software utilized by Customer; and (c) securing and maintaining the confidentiality of passwords to the Software

5.3. **Customer Data Warranty.** Customer warrants that it has the sufficient rights, interest, and authority for the use, collection, disclosure, and access of/to the Customer Data as contemplated by the Agreement. Customer will hold harmless, defend, and indemnify Applied and third-party service providers for any damages or third-party claims resulting from Customer's breach of the foregoing warranty and any arrangement or dispute between Customer, its current and former officers, directors, managers, partners, members, employees, and agents, Users, consultants, and/or customers regarding the same. As between the parties, Customer shall have sole responsibility for the completeness, accuracy, legality, quality, and suitability of Customer Data, and Applied makes no claim of ownership in or to any Customer Data.

5.4. **Cooperation.** Customer agrees to reasonably and timely cooperate with Applied in providing Customer with the Software and Professional Services. If Customer is in non-compliance with the Agreement, including payment of fees, Applied reserves all available legal rights, including in its discretion, to withhold, restrict, suspend, or terminate access to Software, Support, Work Product, or Professional Services.

6. **THIRD-PARTY SOFTWARE & CONNECTIVITY.** Applied Software may Integrate, Connect, incorporate, or interact with approved Third-Party Software and Participating Companies and as such Applied Software may import, export, or translate Customer Data in furtherance of the foregoing which Customer expressly permits. No other integrations or connections with Third-Party Software or Participating Companies, including but not limited to through the use of tools, utilities, APIs, or SDKs, may be enabled without Applied's prior written consent. Certain Third-Party Software and products provided or distributed by Applied are listed on and subject to the Product Terms, however, some Third-Party Software may require the parties to agree in writing to a separate license agreement, presented by Applied via an Attachment at the time of licensing. Customer's use of such Third-Party Software is subject to the terms and conditions that are made solely by the applicable third-party provider, subject to the limited warranty provided by Applied pursuant to Section 10.2. Applied reserves the right to establish mechanisms within the Applied Software to block or limit unauthorized data import or export and/or modification to database tables or structures. Participating Companies may also have certain requirements for Connectivity, and it is Customer's responsibility to obtain and satisfy those requirements and configurations. Applied cannot obligate any third party to Connect or Integrate with the Applied Software.

7. **FEES**

7.1. **Fees, Payment, and Taxes.** Customer shall pay the fees as specified in the applicable Order. All fee amounts are stated in the currency of Customer's location (USD or CAD). Fees for Software and Professional Services are to be paid in advance, are subject to Applied's then-current rates, and shall be paid in accordance with the invoice. All fees are exclusive of taxes, non-refundable, and earned upon receipt. Applied may revise fees by informing Customer at least thirty (30) days prior to it taking effect. Notwithstanding anything to the contrary herein, if Applied provides Customer with access to Software or Work Product prior to Customer's full payment of the applicable fees, then such access is temporary and may be terminated by Applied at any time until full payment is received. Customer shall pay any and all customs, sales, use, property, excise, or other taxes due or assessed in connection with Customer's acquisition of license(s) to the Software and Professional Services, exclusive of taxes based on Applied's income. If Applied has a legal obligation to pay or collect taxes for which Customer is responsible under the Agreement, the appropriate amount, as determined by Applied in good faith, shall be invoiced to and paid by Customer unless Customer provides Applied with a valid tax exemption certificate authorized by the appropriate taxing authority. Any late payments are subject to a service charge equal to an annual rate of 15% (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less. Customer shall reimburse Applied for all reasonable costs incurred in collecting outstanding amounts including collection agency fees, court costs and attorneys' fees. If Customer terminates an Order to particular Applied Software and later requests reinstatement, Applied may require payment of reinstatement fees.

7.2. **Use Assessment.** Applied may validate through Internet or other network-based connections that Customer has not exceeded the scope of usage or permissions granted herein (e.g. permitted Users or data transport methods). If an assessment reveals that Customer is out of compliance with the provisions of the Agreement or has insufficient usage permissions, Customer will immediately pay all amounts owing and applicable charges, or take such measures as are required to bring itself into compliance with the provisions of the Agreement.

7.3. **Professional Services Fees.** Unless otherwise agreed to in writing, Professional Services are provided remotely and will be charged on a time and material basis plus reasonable out-of-pocket expenses, including travel expenses as per the then-current Applied travel policy (available within the Professional Services Terms). Travel will be scheduled in coordination with Customer. Applied agrees to provide Customer upon request with access to such receipts and other records as may be reasonably appropriate for Customer or its accountants to verify such expenses.

8. **SUPPORT & MAINTENANCE**

8.1. **Support & Updates.** Applied, its Affiliates, or its Employees shall provide Support for Applied Software. Applied reserves the right to modify or change the frequency, type, or other terms of Support upon prior written notice. Applied will perform product and service research, development, and enhancement and make Updates to the Software available to Customer on a regular basis. Customer shall timely install such Updates, however, Applied may force an Update for certain fixes or issues. Customer's failure to install available Updates for Software may affect the operation of Applied Software and Applied's ability to effectively provide Support. Support may be limited for older versions of Applied Software and Extended Solutions. In no case shall Applied be responsible or obligated to provide technical support for any Third-Party Software.

8.2. **Error Notification & Fixes.** If Customer is contacting Support for resolution of errors or technical issues, Customer must provide the Support team sufficient detail so that the problem can be replicated. Once the Applied Support team has identified and replicated the problem and determined that the error originates from the Applied Software, Applied shall trouble-shoot and attempt to correct, cure, or provide a "work around" solution for significant errors during Support Hours, which shall be conducted according to Applied's ordinary programming methods and procedures, and of which Applied shall maintain sole and exclusive control. Applied makes no warranty for specific repair times for any particular error, and not all errors may be corrected. Applied may also record the error in a tracking database for resolution at a later date. Any programming modifications or corrections made for the exclusive benefit of Customer or other end users shall not be construed as defects or omissions.

8.3. **Maintenance of Cloud Environment.** During certain times, Maintenance will be performed on the Cloud Environment. During Maintenance, the Cloud Environment and/or Software may be inaccessible or inoperable. Maintenance typically occurs overnight, however, if urgent activities need to be performed, these times may be expanded and reasonable advance notice will be provided when feasible.

8.4. **Service Level.** Excluding Maintenance, if Applied discovers or is notified by Customer of any interruption of Customer's access to the Cloud Environment, Applied shall use all commercially reasonable efforts to (a) determine the source of the problem and (b) with the exception of Downtime, either resolve the inaccessibility within two (2) hours of determining its cause or notify Customer within the same time period as to when a resolution will be available. If Applied believes the source of the problem is attributed to Downtime, Applied shall reasonably cooperate with Customer to resolve such problems as soon as practicable.

9. **CONFIDENTIALITY & DATA SECURITY**

9.1. **Use & Disclosure of Confidential Information.** Confidential Information will be treated as confidential and in the same manner that the receiving party protects its own confidential information, but not less than is reasonable under the circumstances (or as required by law) to maintain confidentiality without regard to whether the information received satisfies the statutory definition of a "trade secret". Confidential Information disclosed under the Agreement may be used by the receiving party only for the purpose for which it was disclosed or as otherwise permitted by the Agreement. Each party shall disclose Confidential Information received by the other party under the Agreement only as permitted by the Agreement and only to those of their Employees, or Professional Advisors, with a need to know and who are subject to confidentiality obligations consistent with those set forth in these Terms. Each party shall be liable for violations of the obligations in this Section 9.1 by anyone to whom it discloses such Confidential Information. In the event Customer chooses to enable certain Software configurations or participate as a branch of certain industry

alliances or market access provider groups, then Customer acknowledges and agrees that such third-party users, entities, or members of the foregoing may gain visibility into Customer's instance of the Software and/or data contained therein to which Customer expressly consents.

9.2. **Exceptions.** There shall be no legal obligation on the receiving party to treat as confidential any information which: (a) is or has become generally available to the public or well known in the trade other than as a result of any breach of the Agreement; (b) represents generic insurance industry standards, techniques, formulae, terms, and conditions; (c) is or has become lawfully known to the receiving party from sources other than the disclosing party; or (d) was independently developed by the receiving party without reference to the information disclosed.

9.3. **Compelled Disclosure.** Notwithstanding anything to the contrary herein, a party may disclose Confidential Information received from the other party to the extent it is required to be disclosed by law or by judicial or regulatory process. This disclosure is subject to the receiving party promptly notifying the disclosing party, if legally permitted to do so, in writing to allow the disclosing party a reasonable opportunity to seek a protective order before the required disclosure. The receiving party shall provide reasonable assistance, at the disclosing party's expense, to the disclosing party in its efforts to respond to such disclosure requests, seek a protective order, and otherwise comply with the terms of any protective order placed in effect. For avoidance of doubt, any Confidential Information disclosed by the receiving party shall remain subject to the terms and obligations of the Agreement both before and after such required disclosure.

9.4. **Maintenance of Customer Data.** Applied will maintain commercially reasonable back-up and recovery procedures designed to include Customer Data contained within the Applied Software deployed via the Cloud Environment. Applied will use commercially reasonable efforts to reconstruct any Customer Data in Applied Software deployed via the Cloud Environment that has been lost or damaged by Applied. At Customer's request and expense, Applied will make a copy of the Customer Data in Applied's possession and send it to Customer.

9.5. **Treatment of Information.** Applied, Applied's Affiliates, and its or their Employees, may collect, use, store, and disclose usage information, Customer Data and Personal Information contained therein to perform its obligations or exercise its rights under the Agreement and as otherwise required or permitted by law or the Agreement. Applied may anonymize, aggregate or de-identify Customer Data in accordance with applicable law so that it can no longer reasonably identify an individual, and in such case Applied shall own all right title and interest in and to such results.

9.6. **Data Protection.** So long as Applied possesses or otherwise has access to Personal Information, Applied (as part of its information security program, practices, and polices) shall maintain appropriate administrative, technical, and physical safeguards and restrictions reasonably designed to: (a) ensure the security, confidentiality, and integrity of such Personal Information; (b) protect against any anticipated threats or hazards to the security or integrity of such Personal Information; and (c) protect against unauthorized access to or use of such Personal Information that could result in substantial harm or inconvenience to any individual. Such safeguards and restrictions shall include regular monitoring, appropriate disposal methods, and be materially consistent with the security requirements and safeguards for protection of Personal Information as set forth in applicable federal, state, and provincial privacy law, as each may be amended from time to time. Applied shall notify Customer, as soon as reasonably possible (and in compliance with applicable laws), by telephone or e-mail, confirmed by written notice, of a Security Incident. Applied has and shall maintain a business continuity and disaster recovery plan to provide for continuity of services if a Force Majeure Event occurs and shall test such plan on an annual basis. Applied will impose upon subprocessors, by way of contract or other legal means, materially equivalent data protection obligations as contained in this Agreement.

9.7. **Risk Assessments.** Applied shall maintain the Due Diligence Package and during the Term, Customer may access the Due Diligence Package via an online portal provided by Applied. Customer's evaluation of our security program shall be completed through the review of the Due Diligence Package.

10. <u>REPRESENTATIONS & WARRANTIES</u>

10.1. **Professional Services Warranty.** Applied warrants that it will perform Professional Services in a good and workmanlike manner, provided that there is no warranty to the accuracy or completeness of Data Conversion Services. In the event of a breach of the foregoing warranty, Customer must raise such claim within 60 days after the completion of the relevant Professional Service and Customer's sole remedy and Applied's sole obligation shall be, in Applied's discretion, to either: (a) re-perform the Professional Services or (b) refund the fees paid by Customer toward that portion of the Professional Services in dispute.

10.2. **Software Warranty.** Applied warrants that the material functions of the Applied Software and standard Applied-created Integrations and Connections shall perform as described in the Documentation for the Term, contingent upon Customer timely installing Updates to the Applied Software that Applied provides and Customer has not modified or used the Software in violation of this Agreement.

10.3. **Intellectual Property**. Applied warrants to Customer that, to the best of Applied's knowledge, it has all, right, title and interest necessary to grant the rights herein and to provide the Professional Services to Customer on the terms set forth in the Agreement.

11. <u>DISCLAIMERS & LIMITATIONS</u>

11.1. **Not an Agency, Backwards Compatibility & Passwords**. In performing under this Agreement, Applied is not acting as nor shall it be construed to be an insurer of any risks or a solicitor, producer, agent, broker, or underwriter for any policy written or made available by the Software. Customer retains sole responsibility for verifying information contained within the Software or features thereof in writing its insurance policies, quotations, and as otherwise expected of a brokerage acting in a professional capacity. Applied is not responsible for backwards compatibility or obsolescence of any Software or Work Product that may result from changes in Customer's requirements or computing environment. Applied assumes no responsibility to modify Work Product to account for Updates. In no event will Applied be liable for any delay or damages caused by invalid passwords or unauthorized use of the Software resulting from the misappropriation or unauthorized sharing of passwords or account information in violation of this Agreement.

11.2. **DISCLAIMER. EXCEPT AS PROVIDED HEREIN, THE SOFTWARE AND WORK PRODUCT ARE PROVIDED "AS IS". APPLIED EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND NOT STATED HEREIN, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, OR SYSTEM INTEGRATION. APPLIED DISCLAIMS ALL LIABILITY AND RESPONSIBILITY THAT MAY ARISE FROM THE SOFTWARE, PROFESSIONAL SERVICES OR WORK PRODUCT NOT MEETING CUSTOMER'S REQUIREMENTS, DOWNTIME, UPDATES, MODIFICATIONS, INTERRUPTIONS, SECURITY ISSUES, USE WITH THIRD PARTY PRODUCTS, OR THE ACCURACY OF DATA STORED THEREIN. SOFTWARE REMAINS UNDER PERMANENT DEVELOPMENT AND IS NOT ERROR-FREE. CUSTOMER IS SOLELY RESPONSIBLE FOR SELECTION, USE, VERIFICATION, AND SUITABILITY OF THE SOFTWARE, PROFESSIONAL SERVICES, WORK PRODUCT, OUTPUT THEREOF AND MATERIALS THEREIN. ANY ADVICE PROVIDED BY APPLIED PURSUANT TO THE AGREEMENT SHALL NOT BE CONSIDERED FINANCIAL OR LEGAL ADVICE AND NO REPRESENTATION IS MADE AS TO ITS ACCURACY.**

11.3. **Limitation of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL APPLIED BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY LOST PROFITS, OR ANY TYPE OF CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, VALUE OF DATA, OR ECONOMIC ADVANTAGE). APPLIED'S MAXIMUM LIABILITY HEREUNDER SHALL NOT EXCEED THE FEES PAID TOWARD THE APPLIED SOFTWARE, PROFESSIONAL SERVICES, OR WORK PRODUCT THAT ARE THE SUBJECT OF THE CLAIM DURING THE THEN-MOST RECENT TWO-YEAR PERIOD PRECEDING THE FIRST EVENT OUT OF WHICH LIABILITY AROSE. THE LIMITATIONS OF DAMAGES OR LIABILITY ARE IMPORTANT ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN CUSTOMER AND APPLIED. CUSTOMER UNDERSTANDS AND AGREES THAT APPLIED COULD NOT ECONOMICALLY OFFER THE AGREEMENT, AND ITS SUBJECT MATTER, TO CUSTOMER WITHOUT THESE LIMITATIONS.**

12. TERM & TERMINATION

12.1. Agreement Term & Termination. The Agreement shall be effective on the Effective Date, the parties' obligations herein shall commence upon the Effective Date, and the Agreement shall continue from the Effective Date until terminated. Unless an Order specifies otherwise, any Order, portion of an Order, or the entire Agreement may be terminated: (a) by either party by providing the other party with at least 60 days prior written notice of termination with such termination to take effect at the end of the Initial Term or the then-current Renewal Term (if a Renewal Term is set forth in an Order); (b) if no Renewal Term is set forth in an Order, then by either party any time after the Initial Term by providing the other party with at least 60 days prior written notice of termination; (c) by either party if the other party materially breaches any term or condition of the Agreement and fails to cure such breach within 30 days (10 days in the case of non-payment) after written notice is delivered to such party describing the breach; (d) by either party if the other party commences or becomes subject to any bankruptcy, receivership, or similar proceeding and such proceeding is not dismissed within 90 days; (e) by Applied immediately upon written notice to Customer in the event Applied has a good faith, reasonable belief that Customer, its Affiliate(s), or User(s) has committed an IP Violation; or (f) by Applied upon reasonable notice if the purpose of the Agreement has been rendered impossible by law. Except as provided herein in subsection (c) or (d), Customer shall not be entitled to terminate or cancel the Agreement or an Order prior to the expiry of the Term and if it attempts to do so, Customer shall be responsible for remaining payments due for the Term.

12.2. Effect of Termination. Upon termination of the Agreement: (a) Customer's access to the Software will be disabled and Customer will promptly discontinue use of all Software; (b) all Professional Services being performed by Applied under the Agreement will immediately cease; and (c) all amounts owed by Customer to Applied shall immediately become due.

12.3. Customer Data on Termination. Upon written request, Applied will provide a copy of Customer Data that Applied may have in its possession within a reasonable period subject to full payment by Customer of any outstanding balances including reasonable costs of providing such copy (if any). If Customer requires any Professional Services (e.g. translating data), such Professional Services will be performed at then-current rates. Promptly upon termination of the Agreement, but no later than 180 days, Customer Data obtained under the Agreement shall be deleted in accordance with applicable backup destruction policies and procedures.

13. MISCELLANEOUS

13.1. Relationship of the Parties. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to create an agency, partnership, employer-employee relationship, or joint venture between the parties. The terms of the Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any personnel assigned to Customer's work, or any beneficiary thereof. The Agreement is enforceable only by Applied and Customer and no other party shall be a third-party beneficiary under or pursuant to the terms of the Agreement.

13.2. Affiliates. An Affiliate of Customer may purchase Software and Professional Services pursuant to this Agreement, provided that the Affiliate agrees to bound by the terms and conditions of this Agreement (e.g. by signing an Order). Except as otherwise set forth in the Agreement, however, any contractual rights or remedies of Customer shall not be transferrable and shall remain those of Customer only. As used herein, reference to Applied and its rights and obligations hereunder includes Applied's Affiliates and Employees. Notwithstanding anything herein to the contrary, the parties shall be strictly liable for any acts or omissions of their Affiliates and Users in violation of the Agreement, which violations shall be deemed to have been committed by the named party as well as the Affiliate.

13.3. Compliance. The parties shall comply with all laws and regulations applicable to their respective obligations hereunder. Customer will not transmit, directly or indirectly, any Software, Work Product, technical information, or derivative thereof to any person or place in violation of applicable export regulations or other applicable U.S. or foreign law or regulation.

13.4. Notices. Notices to Applied shall be delivered in writing to 320 N. Sangamon Street, Suite 750, Chicago, IL 60607 to the attention of Legal Department with a copy by email to *legal@appliedsystems.com*. Notices to Customer may be sent to the address, fax number, or email address Applied has on file for Customer in the customer portal, admin portal, or billing records. Either party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective or, in the case of Customer by updating its contact information in the customer portal. Notice shall be considered effective on the following business day if sent by email.

13.5. Modifications & Conflicts. Modifications to terms of the Agreement will not be effective unless agreed to by both parties through execution of Attachments or by presenting revisions using electronic means. Customer acknowledges that it has the responsibility to periodically check the electronic terms referenced in the Agreement to remain aware of any updates and that continued use of the Software after any such modification will be governed by the Agreement as modified. To the extent a direct conflict occurs between these Terms and any Attachment, the following priority of documents shall control: 1st: Order; 2nd: Statement of Work (SOW); 3rd: any other Attachment; and 4th: this or any other electronic agreements.

13.6. Force Majeure. If a Force Majeure Event occurs which reasonably prevents the performance by the parties of any of the provisions of the Agreement, then such nonperformance by the parties shall be excused, while, but not longer than, such conditions prevail.

13.7. Choice of Law and Venue. The Agreement and the relationship between the parties, and all proceedings directly or indirectly related thereto shall be governed by the laws of Illinois. **Customer consents to the sole and exclusive jurisdiction and venue of the courts in such location for any proceeding or claim between the parties**.

13.8. Limitation on Actions and Waiver of Jury Trial. Any action, claim, or suit, whether based in contract, strict liability, or tort, (including any action, claim, or suit based on negligence) relating to the Agreement or in any way relating to the relationship between the parties must be filed within the lesser of: (a) two years from the date the cause of action accrues, or (b) as provided by relevant statute of limitations law. **To the extent permitted by law, trial by jury is waived for any action between the parties.**

13.9. Severance, Enforceability, & Non-Waiver. All terms shall be interpreted in such a way as to be valid or enforceable while preserving to the fullest permissible extent the intent and agreements of the parties as set forth in the Agreement. If any provision of the Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such invalid term will be severed from the remaining portion of the Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. No terms or provisions hereof shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent or waiver by a party of a breach by the other shall not constitute waiver of, or excuse for, any other different or later breach.

13.10. Assignment. Customer may not transfer or assign (in whole or part) the Agreement, the Software, or the rights granted under it without prior written permission from Applied, which shall not be unreasonably withheld, and any attempt to do so shall be void. Customer agrees to complete documentation required to perfect such assignment. In the event of such assignment, Customer and its assignee are and shall remain jointly and severally liable for the obligations for the balance of the Term of the Agreement. Customer shall provide Applied with at least thirty (30) days' prior notice of its intent to undergo any activity that may result in transfer of Customer's rights and obligations under the Agreement, a change of ownership, or a change of control whereby a person or group hereafter acquires beneficial ownership of more than fifty percent (50%) of the outstanding voting securities of Customer.

13.11. Arm's Length Negotiations. By signing the Agreement, Customer represents and agrees that it is a sophisticated person with experience in the industry, it has fully reviewed the Agreement, and it has had the opportunity to consult legal counsel prior to entering into the Agreement. To this effect, no part of this document should be construed against either party as the drafter. Each party waives any potential claim of ignorance as to the terms and conditions of the Agreement.

13.12. Survival. Sections 4, 5.3, 7, 9.1, 9.5, 11, 12, 13, and 14 shall survive the termination of the Agreement.

13.13. **Authorization to Execute.** You represent and warrant that You have the full power and authority to enter into and perform the Agreement and that the person accepting the Terms has been properly authorized and empowered to do so. Customer consents to the use of electronic signatures which shall constitute an original signature, including by means of click-to-accept, when necessary to effectuate any part of the Agreement.

13.14. **Entire Agreement.** The Agreement, including all Attachments, contains the entire agreement between the parties, and Applied is not bound by any representations or inducements not set forth herein. Handwritten or typed changes made to the face of any documents comprising the Agreement shall have no effect unless initialed by both parties. Customer has relied on no representations or warranties not set forth herein.

13.15. **Choice of Language.** The parties confirm that it is their wish that the Agreement, as well as any other documents relating to the Agreement, have been and shall be in the English language only.

14. **DEFINITIONS** In addition to the terms defined elsewhere in the Agreement, the following terms shall have the following meanings:
- **Acceptable Use Policy** - Applied's acceptable use policy for the Software located at https://www1.appliedsystems.com/en-us/terms/AUP.
- **Activation** – The date on which the Applied Software at issue is either utilized or is ready to process live production data (as opposed to testing or demonstration data), whichever occurs first. May also be referred to as "Go-Live" or "Go-Live Date."
- **Affiliate** – Any existing or later-acquired third party entity for so long as such entity is controlling, controlled by, or under common control with Customer or Applied, respectively, and provided that in Customer's case that the Affiliate is not a competitor to Applied.
- **Agreement** – These Terms together with all Attachments.
- **Applied Software** – Proprietary Software and products that Applied and its Affiliates develop, market, license, and distribute but excluding Third-Party Software.
- **Attachments** – Statements of Work, Orders, schedules, addenda, and exhibits attached to or otherwise incorporated by reference into the Agreement, including, without limitation, through reference to a URL.
- **Cloud Environment -** An application hosting and data center environment used by Applied to host and deploy the Software.
- **Confidential Information** – The Applied Software, Support Materials, any trade secrets, compilations, components, data, source/object code, customer/vendor/supplier info, documents, drawings, financial info, formulae, inventions, lists, manuals, parts, patterns, plans, pricing, processes, proposals, sketches, software, specification, techniques, and all other information protectable by applicable privacy laws and other information of a secret, confidential, or proprietary nature.
- **Connect or Connectivity** – Data exchange between Participating Companies involved in the buying, selling, and servicing of insurance and Applied Software.
- **Customer** – the entity specified in an Order subject to these Terms that may also be referred to as "Licensee" in other documentation.
- **Customer Data** – Data that: (a) Customer (or its Affiliate or User) enters or inserts into (or causes to be entered or inserted into) the Applied Software; (b) is provided by Customer to Applied; or (c) is designated as such in writing by the parties. May also be referred to as "Licensee Data."
- **Data Conversion Services** - Authorized means of translating or converting data for use by the Applied Software as specified in the then-current Documentation or applicable Order.
- **Documentation** – Instructions, content, manuals, and Support Materials, whether in print, on-line, electronic, or other form, concerning the functionality and proper use of the Applied Software, as updated from time to time.
- **Downtime** – Customer's inability to access the Cloud Environment caused by reasons beyond the reasonable control of Applied, and which may or may not be foreseeable by Applied. Downtime shall include, but not be limited to, Customer's inability to access the Cloud Environment due to: (a) telecommunications interruptions; (b) hostile network attacks; (c) network congestion; (d) Customer's or a third party's hardware and/or software; (e) actions or inactions by Customer and/or a third party; (f) Customer's use of the Cloud Environment after being advised by Applied to modify its use, if Customer did not modify its use as advised; (g) situations where other Applied customers who use the same operating platform as Customer are able to access the Cloud Environment; and/or (h) situations when some but not all of Customer's Users are able to access the Cloud Environment simultaneously.
- **Due Diligence Package -** Information in connection with Applied's compliance and security matters, for example a copy of Applied's most current SOC-2 report or other relevant Documentation for the specific Applied Software.
- **Effective Date** – For new Software purchases after January 1, 2025, the date when You sign the Order with a link to these Terms; or for accessing existing Software pursuant to Section 1 subparts 2-4, the date when You access the Software after being presented with these Terms.
- **Employees** – Common law or statutory employees of a party hereto or its Affiliate; insurance agents, insurance producers, and Customer's contractors providing non-technical services (e.g. insurance producers, administrative, sales, support, or staff augmentation); and Applied's contractors.
- **Extended Solutions -** Applied Software programs, products, and modules that may be utilized in conjunction with Primary Software and are intended to provide complimentary functionality. May also be referred to as "Ancillary Products."
- **Force Majeure Event** – Any act of God, act of government, pandemic or epidemic, flood, fire, earthquake, civil unrest, act of war, act of terrorism, strike or other labor problems (other than those involving a party's employees), or other cause beyond the control of a party. The inability to pay shall not be considered a Force Majeure Event.
- **Initial Term –** A minimum period of 12 months except as otherwise expressly stated by Applied in writing. May also be referred to as the "Minimum Support Period."
- **Integrate or Integration** – Applied provided or approved data exchange between Third-Party Software, programs or databases and Applied Software.
- **IP Violation** – An infringement or misappropriation of any patent, trademark, trade secret, copyright, or other intellectual property right.
- **Maintenance** – Activities including but not limited to running software or hardware utilities, backing up software or data, upgrading software or hardware, and deploying Updates in the Cloud Environment.
- **Named Basis** – A license or seat that is provisioned to a specific individual and cannot be shared among other individuals or Users.
- **Non-Production** – Instances in which no "live" data is processed or used in a production type environment or for commercial gain.
- **Order** – Document(s) specifying Software or Professional Services acquired from Applied by Customer and other terms and applicable fees, which is executed by both parties, whether titled "Order", "Change Order", "Schedule A", and/or "Proposal".
- **Participating Companies -** Insurance companies, insurance carriers/insurers, and third-party vendors participating in approved insurance transaction network(s).
- **Permitted Use** - Use and access solely pursuant to an Order, in connection with Customer's internal insurance processing and quoting operations in the United States and in accordance with the Agreement, Product Terms, and the Documentation.
- **Personal Information** - Nonpublic personal information (as defined by *Gramm Leach Bliley Act*, M.G.L. ch. 93H, 93I, 201 CMR 17.00 et seq.) or personal information (as defined under applicable federal, state, and provincial privacy laws and regulations) contained within Customer Data.
- **Primary Software** – Applied Software designed to automate core insurance agency or broker operations (e.g. Applied Epic, EZLynx).
- **Product Terms** – The additional terms and conditions that govern certain Software located at https://www1.appliedsystems.com/en-us/terms/product-terms and, in relation to EZLynx branded Software those located in the Supplemental Terms section at https://www.ezlynx.com/legal/.
- **Professional Advisors** – One or more individuals, and their associated legal entities through which they provide services to the public, who provide accounting, financial, legal, tax, or auditing advice, counsel, or services and are generally recognized as a licensed professional.
- **Professional Services** – Training, professional consulting, data translation, implementation, Data Conversion Services, or other services to be provided by Applied as set forth in an Attachment, where they may also be referred to as "Services".
- **Professional Services Terms** – The additional terms and conditions applicable to Professional Services located at https://www1.appliedsystems.com/en-us/terms/services-terms
- **Renewal Term** – A specified length of time that may be set forth in an Order that is in addition to and follows consecutively with the Initial Term.

- **Security Incident** - Any use or disclosure of Personal Information that is materially contrary to the authorizations or obligations in the Agreement, or of any unauthorized access to or acquisition of data that materially compromises the security, confidentiality, or integrity of the Personal Information of which Applied becomes aware and which creates a substantial risk of identity theft, fraud, or other harm against one or more of Customer's customers.
- **Software** – Any software provided or made available by Applied pursuant to an Order that is subject to these Terms but excluding Work Product and certain software programs that are subject to a separate standalone agreement (i.e. Applied Rater, IVANS-branded products).
- **Statement of Work (SOW**) – Document(s) executed by both parties specifying the scope, assumptions, prerequisites, estimated timing, deliverables, and/or other matters specific to Professional Services (unrelated to Support) to be rendered by Applied for Customer.
- **Support –** Activities that consist of unlimited toll-free telephone and e-mail technical assistance for Applied Software but limited to answering general questions on its use, resolving problems relating to its use, and diagnosing and trouble-shooting issues or problems relating to its use.
- **Support Hours** - Monday through Friday 7:00a – 7:00p CT excluding national public holidays in the United States.
- **Support Materials** - Documentation comprising a listing of known-and-replicated errors, work-around solutions, procedures, self-help tools such as a technical support knowledge base or technical support tips and comments, postings, and other information.
- **Term** – The Initial Term, then any Renewal Term(s), and thereafter the duration of the Agreement until terminated pursuant to Section 12.1.
- **Testing** - internal testing, evaluation, training, and quality assurance review of the Software or an Update.
- **Third-Party Software** - software which is proprietary to any third party which may be either licensed to Customer pursuant to the Agreement or is otherwise available or accessible to Customer.
- **Updates** – Error corrections, modifications, patches, custom programming, enhancements, maintenance, additions, and improvements to the program features and functions, and sequential versions of the Applied Software.
- **User** – An individual Employee of Customer or its Affiliate authorized to access and use the Software for which Applied has received timely payment of the appropriate fees and excludes any competitor of Applied. Individual Users may not be managing general agents (MGA), general agents (GA), and managing general underwriters (MGU), but Employees of the foregoing may be Users subject to the terms of the Agreement.
- **Work Product** – Any deliverables produced or provided by Applied in the course of Applied providing Professional Services to Customer or its Affiliate(s), including, without limitation, reports, charts, visuals, statistical data, templates, and documentation or otherwise derived therefrom, whether in print, on-line, electronic, or other form.

[END EZLYNX TERMS OF SERVICE]