



MASTER TERMS & CONDITIONS FOR SUBSCRIPTIONS AND SERVICES
(Last Updated on October 23, 2025)

Employee Navigator LLC is a Delaware Limited Liability Company having its principal place of business at 7700 Wisconsin Avenue, Suite 900, Bethesda, MD 20814 ("EMPLOYEE NAVIGATOR"). EXCEPT AS OTHERWISE AGREED IN AN ORDER, THE CURRENT VERSION OF THESE EMPLOYEE NAVIGATOR MASTER TERMS & CONDITIONS FOR SUBSCRIPTIONS AND SERVICES FOUND AT THE EMPLOYEE NAVIGATOR DESIGNATED LOCATION ("MASTER TERMS & CONDITIONS") SHALL APPLY TO THE PURCHASE OF ALL SUBSCRIPTIONS AND SERVICES DESCRIBED BELOW BY BROKERS, AGENCIES, EMPLOYERS AND/OR OTHER THIRD PARTIES. EACH INDIVIDUAL OR ENTITY WHO BECOMES A SUBSCRIBER OF EMPLOYEE NAVIGATOR'S INFORMATION TECHNOLOGY PRODUCTS OR SOLUTIONS AND/OR A SUBSCRIBER OR USER OF EMPLOYEE NAVIGATOR'S SOLUTIONS OR SERVICES UNDER AN ORDER IS A "SUBSCRIBER". THESE MASTER TERMS & CONDITIONS SHALL ALSO APPLY TO SUBSCRIBER'S USE OF THE SOFTWARE AND/OR SERVICES OF ENROLLESE, INC. (D/B/A/ EASE), AN AFFILIATE OF EMPLOYEE NAVIGATOR, AND THESE MASTER TERMS & CONDITIONS SUPERSEDE, AS APPLICABLE, ANY SUBSCRIPTION OR LICENSE AGREEMENT ENTERED INTO BETWEEN SUBSCRIBER AND ENROLLESE INC.

Employee Navigator Solutions and Services. Employee Navigator is the developer and licensor of proprietary information technology solutions for, among others, the broker and agency, human resources management and the company management segment of the insurance industry as well as associated support partners for each of the foregoing including certain software-as-a-service solutions, including the AI Plan Build Tool described below (each and collectively "SaaS Solution(s)") that are delivered over the internet. Employee Navigator also aggregates and makes available in electronic format certain content of third parties, including information relating to health insurance, health, payroll and welfare benefits, Third Party Materials (as defined below) and other employee benefits (collectively, the "Platform Content"). Employee Navigator also makes available in print and/or electronic media certain technical and user documentation describing the use and operation of the SaaS Solutions (the "Documentation", which together with the SaaS Solutions and Platform Content are referred to collectively as the "Employee Navigator Solutions"). Employee Navigator Solutions includes the reports, extracts and other data and works, including the selection, organization, format and arrangement of the information and data contained in such reports, system software tools and operations, including system logs ("Employee Navigator Logs"), extracts and other works, generated, displayed or provided to Subscriber and/or Subscriber Clients in connection with Subscriber's and Subscriber's access to and use of the SaaS Solutions (the "Employee Navigator Solutions Output"). A "Client" is a person or entity for whom the Subscriber is the broker or agent of record or other service provider and, for example, is authorized to receive associated commissions related to such person or entity. Employee Navigator also provides certain services related to the Employee Navigator Solutions, including Support Services, Training Services, and Professional Services, as further described in Article 4 below (collectively, the "Services"). When taken together, these Master Terms & Conditions and any Orders, the Employee Navigator Terms of Use, Privacy Policy, Legal Notice, and any other applicable terms, arrangements or agreements of Employee Navigator and any revisions and amendments thereto shall be referred to as the "Agreement". Terms not otherwise defined herein may be defined in Employee Navigator terms of use or service or other related documents or materials.

By using the Employee Navigator Solutions or Services, you accept the Agreement terms. If you do not accept them, you have no right to and must not use the Employee Navigator Solutions, Services or any other Employee Navigator data, information, materials or software. Employee Navigator may change in whole or in part at any time and in any form and between forms (including digital and other form such as electronic click-through agreements, web-related terms of use or service and other online and web based agreements) the Agreement terms, including our Terms of Use, Privacy Policy, Legal Notice, and any other applicable terms, arrangements or agreements, and Employee Navigator will tell you, consistent with its standard communications processes to Subscribers generally, when Employee Navigator makes any material changes that are applicable to you. Using the Employee Navigator Solutions or Services after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must stop using the Employee Navigator Solutions and Services and inform Employee Navigator. Any updates and revisions to the Employee Navigator Solutions or Services are also subject to the revised terms unless other terms accompany the updates, in which case, those other terms apply as well. There may be times when Employee Navigator needs to remove or change features or functionality of the Employee Navigator Solutions or stop providing a feature or service or access to third-party applications and/or Employee Navigator Solutions and/or Services altogether, and you acknowledge and agree to such. Employee Navigator may release the Employee Navigator Solutions or their features in a preview or beta version, which may not work correctly or in the same way the final version may work or may never be made generally available.

- 1. Use Limitation:** Employee Navigator Solutions and Services are for the use of insurance carriers, insurance brokers, administrators and related businesses and employees of businesses. You are not permitted to use Employee Navigator Solutions, Services or their contents for any purpose not permitted herein, or if you are a competitor of Employee Navigator. Employee Navigator reserves the right to prevent any party who engages in such non-permitted use(s) from accessing Employee Navigator Solutions and/or Services.
- 2. Ordering Subscriptions and Services Generally.** Subscriber may purchase from Employee Navigator the right to access and use one or more Employee Navigator Solutions or Services (each a "Subscription"). These Master Terms & Conditions set forth the basis for the relationship between the parties and the terms applicable to such Subscriptions. For the provision of specific Subscriptions, a "Subscription Order", a "Support Partner Order" or other ordering document that references these Master Terms & Conditions (each an "Order") must be executed, incorporates and is governed by these Master Terms & Conditions. Subject to the limited rights expressly granted hereunder, Employee Navigator, its Affiliates, its licensors and providers of Third Party Materials reserve their rights, titles and interests in and to the Employee Navigator Solutions and Services,

including all intellectual property rights. No rights are granted to Subscriber hereunder other than as expressly set forth herein.

3. Subscription Orders. Provided Subscriber is not otherwise in breach of the Agreement, Subscriber shall have the right to request the purchase of a Subscription by completing a Subscription Order or similar document approved by Employee Navigator (“Subscription Order”).

3.1. Contents of Subscription Orders. Each Subscription Order may set forth: (a) the effective date of the Subscription Order (the “Subscription Effective Date”); (b) the name of the Employee Navigator Solution or Service to which the Subscription is granted; (c) the fees to be paid for the Subscription (the “Subscription Fees”) and the schedule of payments; (d) the duration of the Subscription granted under the Subscription Order (the “Subscription Term”), which shall be annually recurring unless otherwise provided); and (e) such other terms and conditions regarding Subscriber’s authorized access and use of the applicable Employee Navigator Solutions and Services. Except as may be set forth in a Subscription Order, Employee Navigator may change Subscription Fees with respect to any renewal term upon written notice to Subscriber at least ninety (90) days prior to the commencement of the new fees.

3.2. Subscription Grant. Effective upon the complete execution of an applicable, valid Subscription Order and subject to termination in accordance with the Agreement, Employee Navigator grants to Subscriber, during the Term, a limited, non-exclusive, non-transferable right (without further right to grant access or use, sublicense, distribute, transfer or transmit, except as expressly permitted herein) to access and use the Employee Navigator Solutions, solely in connection with Subscriber’s permitted use to: (i) permit the Authorized Users (as defined below) to access and use the SaaS Solutions described on such Subscription Order solely in connection with one or more of the purposes expressly stated in (ii – iv); (ii) permit the Authorized Entities and their Authorized Users access to and use of the Employee Navigator Solutions solely for the purpose of such Authorized Entities’ internal business operations and solely for administering such Authorized Entities’ benefit plans for the benefit of its employees in the United States; (iii) permit the Authorized Entities and their Authorized Users to disclose and distribute to Subscriber’s Clients and Client-prospects the Employee Navigator Solutions Output solely in connection with providing services to such Clients or conducting marketing activities targeted at such Clients and Client-prospects; and (iv) permit the Authorized Entities and Authorized Users to display and reproduce (including by printing the electronic version) the Documentation as reasonably required to permit the Authorized Entities and the Authorized Users to exercise the rights expressly granted in this Section, in each case, subject to each Authorized Entity and Authorized User first accepting the Subscriber Terms & Conditions shown to such Authorized Entities and Authorized Users upon first accessing a SaaS Solution. Subscribers granted the right to access and use the Employee Navigator Solutions for an unlimited number of companies may only add companies who are Clients of the Subscriber. Resellers are permitted to add companies without respect to Agent of Record status. “Authorized Users” include the Subscriber (e.g., a broker or general agent); its Clients (e.g., employers and their employees); entities and individuals authorized or provided use or access to the Employee Navigator Solutions or any portion thereof by the Subscriber and/or administrator; and guests approved by Employee Navigator. “Authorized Entities” include Clients and similar entities and entities who are provided access to the Employee Navigator Solutions to support the Subscriber or its Clients. The Customer must have any party to whom it provides access to the Employee Navigator Solutions first accept the Subscriber Terms and Conditions which must contain access and use limitations consistent with this Agreement and that do not permit any further granting of access to or use of the Employee Navigator Solutions.

3.3. Subscription Conditions and Restrictions. As a condition of each Subscription, Subscriber and its Authorized Users are prohibited from: (a) copying, modifying, displaying, transferring, transmitting or otherwise distributing or providing the Employee Navigator Solution or Service or any portion thereof to any third party other than a Subscriber Client; (b) reverse engineering, decompiling the Employee Navigator Solutions or otherwise attempting to discover the source code or underlying components of the software or any models, algorithms or related systems included in the Employee Navigator Solutions or to recreate the Employee Navigator Solutions or any portion thereof by analyzing or using the software to deconstruct the page logic, user interface or user experience or using Employee Navigator’s Solutions or system to as the basis to develop a competing offering (in each case except to the extent such restrictions are contrary to Law); (c) allowing use of or using the Employee Navigator Solutions or Services for any purpose not expressly permitted in the Agreement; (d) using or exploiting the Employee Navigator Solutions to provide application hosting, business process outsourcing, service bureau, ASP or any other similar or related services to any individual or entity; (e) using, accessing, or providing access to the Employee Navigator Solutions or Services to develop, market, or distribute products or services that compete with the Employee Navigator Solutions or Services or any of Employee Navigator’s then-current offerings, as determined solely by Employee Navigator, including developing plan-building tools, data exchange tools or tools designed to assist brokers or HR professionals in managing benefits plans, except to the extent such restrictions are contrary to Law; (f) removing proprietary rights notices, asset tags, brand labels or marks placed on the Employee Navigator Solutions or any Third Party Materials (as defined in Article 6 below); (g) attempting to circumvent or compromise the security features of the Employee Navigator Solutions or introducing any viruses, worms or other disabling code into any Employee Navigator Solution; (h) except as expressly approved in writing by Employee Navigator, using any robot, spider, programmable agent, AI agent, or other automated device or process to interact with the Employee Navigator Solutions or the Employee Navigator Solutions Output whether on or off of the SaaS Solutions; (i) exporting or allowing the access or use of the Employee Navigator Solutions or Services in violation of any law or regulation, including sanctions or trade restrictions administered, imposed, or promulgated by any national or supranational governmental authority, including (j) the United States Department of the Treasury, including the Office of Foreign Assets Control, the United States Department of State, and the United States Department of Commerce, including the Bureau of Industry and Security, (ii) the United Kingdom’s Office of Financial Sanctions

Implementation, (iii) the European Union, or (iv) the United Nations (collectively, "Sanctions Laws"); or (i) being incorporated in or operating from any jurisdiction subject to Sanctions Laws or having controllers, ultimate beneficial owners, executives, management (internal or external), directors, officers and employees who are citizens or residents of, or located in, any jurisdictions subject to Sanctions Laws. If Subscriber is required to provide any governmental or regulatory body with use or access to the Employee Navigator Solutions or Services, then such use and access shall be subject to this Section and the confidentiality obligations of Subscriber. Subscriber shall ensure that all of its Authorized Users use multifactor authentication when accessing the SaaS Solutions and understands that failing to use multifactor authentication increases the likelihood of unauthorized access to or use of the Employee Navigator Solutions or Services. Subscriber and its Authorized Users shall not share login credentials. Subscriber shall be responsible for all acts and omissions of its representatives and each Authorized Entity and each of their individual employees and contractors as if performed or omitted by Subscriber. Subscriber shall also be responsible for all acts and omissions of any person or entity that accesses the Employee Navigator Solutions or Services through the Subscriber or its login credentials or as a result of the acts omissions of Subscriber, directly or indirectly. In connection with the use of Platform Content, Subscriber will not, and will not permit any Authorized Entities, Authorized Users or any third parties: (i) to make copies of Platform Content except for purposes of downloading and/or printing for use by Subscriber or Authorized Entities and/or Authorized Users in connection with their proper use of the SaaS Solution; or (ii) to distribute, disseminate or publish all or part of any of the Platform Content in any hardcopy or electronic form except for purposes of downloading and/or printing for use by Subscriber, Authorized Entities and/or Authorized Users in connection with their proper use of the SaaS Solution. Subscriber will take prudent and reasonable measures to ensure that all Platform Content for the applicable Subscription in the possession or control of Subscriber, Authorized Entities and Authorized Users, regardless of the medium in which it is stored, is returned to Employee Navigator or destroyed upon termination of the applicable Subscription. Employee Navigator does not warrant the accuracy, completeness, currency, merchantability or fitness for a particular purpose of the Employee Navigator Solutions or Platform Content. Subscriber further agrees that if Subscriber violates Section 3.3 and provides access to the Employee Navigator Solution or any portion thereof to an individual, organization or any entity, whether internal or external, who is using the Employee Navigator Solution or Services or any portion thereof as the basis to create a competing, similar or replacement product or service to replace or compete with Employee Navigator or that results directly or indirectly in the loss of business or fees to Employee Navigator (whether or not such fees would be due under this Agreement), that Employee Navigator may immediately suspend the license and/or subscription and all user access. Subscriber agrees to not use a reverse proxy to host Employee Navigator Solutions on a domain name owned by Subscriber unless approved in writing by Employee Navigator. All unauthorized reverse proxy traffic may be blocked at the discretion of Employee Navigator.

3.4. Additional Terms for Use of AI Plan Build Tool. Your use of Employee Navigator's AI-powered plan build tool ("**AI Plan Build Tool**") and its output ("**Output**", and together with the AI Plan Build Tool, "**AI Materials**") is also subject to the following:

3.4.1. Conditions of Use: Subscriber agrees to the following in connection with its use of the AI Materials:

- 3.4.1.1.** The AI Materials are not a replacement for human judgment and review, which Subscriber must still provide and apply.
- 3.4.1.2.** The AI Plan Build Tool may generate errors, including when interpreting or parsing data, and those errors may lead to incorrect or incomplete plan builds or other issues.
- 3.4.1.3.** The AI Plan Build Tool may attempt to complete plan builds or other tasks by making assumptions (which may prove incorrect and generate inaccurate and unexpected results), especially when provided with incomplete or unclear data sets.
- 3.4.1.4.** Subscriber is solely responsible for determining if the AI Plan Build Tool and its Output are appropriate for Subscriber's intended use and any reliance thereon, taking into account, among other considerations, functionality, accuracy, and compliance with applicable laws, regulations and use restrictions.
- 3.4.1.5.** Subscriber is solely responsible for reviewing and verifying and will review and verify any Output prior to its use or any reliance thereon, including for accuracy and compliance with applicable laws, regulations and use restrictions. Subscriber assumes all responsibility and liability for the Output generated by the AI Plan Build Tool. Subscriber acknowledges and agrees that the applicable carrier contract is controlling, and Subscriber is responsible for validating the Output against such documentation.
- 3.4.1.6.** The quality of the Output is dependent upon the quality and suitability of the documentation and other materials provided by Subscriber to the AI Plan Build Tool, and Subscriber agrees to follow the guidance and instructions provided by Employee Navigator.
- 3.4.1.7.** Subscriber will not use the AI Materials in any manner that violates Laws or infringes, misappropriates or otherwise violates any person's or entity's intellectual property rights or other proprietary rights or Subscriber's confidentiality obligations, and Subscriber will ensure that it has all necessary intellectual property rights and permissions and proprietary rights in any content or data that it uploads or inputs to or uses with the AI Plan Build Tool prior to any such upload, input or use.
- 3.4.1.8.** Employee Navigator reserves the right to change, among other things, the underlying large language model or any other third party technology used by the AI Plan Build Tool at any time and that such changes may impact the Output and the fees charged.
- 3.4.1.9.** The AI Plan Build Tool as initially released will be a beta release. Beta releases are more likely to, without limitation, contain bugs, experience delays and downtime, or generate errors or unexpected results. By using the AI Materials, Subscriber agrees to accept all risks. Subscriber acknowledges that a generally available version of the AI Plan Build Tool may be substantially different than the beta version or may

not be released at all. To the extent that Employee Navigator releases a generally available version of the AI Plan Build Tool, Subscriber's agreement to the additional terms in this Section 3.4 will continue to apply to that generally available version unless otherwise modified by Employee Navigator.

4. **Support and Training.** Employee Navigator may provide, through its own employees and certain approved subcontractors, Services for user and technical support for the Employee Navigator Solutions (the "**Support Services**") and services related to instruction and training in the use and operation of the Employee Navigator Solutions (the "**Training Services**").
5. **Employee Navigator's Ownership.** As between Employee Navigator and Subscriber, Authorized Entities and Authorized Users, Employee Navigator exclusively retains all intellectual property rights, patents, trademarks, copyrights, proprietary rights, trade secrets, rights of attribution and authorship and all of their derivative works and improvements including all materials related to the Employee Navigator Solutions and Services and that result from the Services. No right, title or interest is granted or otherwise transferred to Subscriber, any Authorized Entity or any Authorized User except for the access and use rights expressly granted under these Master Terms & Conditions.
6. **Third Party Materials.** Employee Navigator Solutions and Services also may have embedded software applications, APIs, artificial intelligence tools, data, exchanges, and insurance products owned or administered by third parties (each a "**Third Party**" and each such resource, a "**Third Party Resource**") or content, guides, publications, benefit plans, insurance or other services added or linked into or processed by the platform (through API, artificial intelligence tool or otherwise) by the Subscriber, users or Employee Navigator and other resource materials owned by third parties (including the output of any such processing, such as the Output, "**Third Party Content**" and together with the Third Party Resources referred to as "**Third Party Materials**"). Employee Navigator disclaims any liability that results directly or indirectly from the integration, incorporation, use or reliance upon any Third Party Materials and/or the implementation or processing of or output resulting from such Third Party Materials in connection with Employee Navigator Solutions and Services. EMPLOYEE NAVIGATOR CANNOT AND DOES NOT WARRANT, AND EMPLOYEE NAVIGATOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING THIRD PARTY MATERIALS, INCLUDING THE SECURITY OF THE DATA, THE COMPLETENESS OR ACCURACY THEREOF, ACCURACY OF DATA SUPPLIED TO THIRD PARTIES BY EMPLOYEE NAVIGATOR, NON-INFRINGEMENT, FITNESS FOR USE, COMPLETENESS OF CALCULATIONS, BENEFITS PAID OR PROMISED OR ELIGIBILITY. SOME THIRD PARTY APPLICATIONS MAY FALL OUTSIDE OF THE SCOPE OF BUSINESS OF THE SUBSCRIBER AND MAY HAVE ADDITIONAL FEES ASSOCIATED WITH USING THE THIRD PARTY MATERIALS. EMPLOYEE NAVIGATOR MAY GIVE USERS THE OPTION OF PAYING FOR THIRD PARTY MATERIALS OR SOFTWARE ENHANCEMENTS DIRECTLY.

Third Parties may add applications or services to the Employee Navigator Solutions or Services. Subscribers and their Authorized Users may use Third Party Materials which require Employee Navigator to grant Third Parties access to Confidential Information. While Employee Navigator makes every effort to complete a thorough integration with Third Parties, data integrity may be lost, not transformed properly or not transferred completely or at all; therefore, it is the Subscriber's, the Client's and/or their user's responsibility to audit all data transferred through Third Party relationships and Employee Navigator is not liable for any errors related to inaccurate data for any and all Third Party integrations. All Third Party access to Employee Navigator data is subject to the limitations found in Article 9, Confidential Information. Subscriber acknowledges that Employee Navigator has not conducted a review of Third Parties and that we may receive payment from Third Parties and that the payment or inclusion in the Employee Navigator Solutions or Services is not an endorsement of the service or product or evidence of the suitability, quality, security, etc. of the Third Party Materials. EMPLOYEE NAVIGATOR RESERVES THE RIGHT TO TERMINATE OR SUSPEND EACH THIRD PARTY SERVICE OR PRODUCT AT ANY TIME.

7. Fees, Taxes & Payments.

7.1. **General.** Subscriber consents to be charged and shall pay to Employee Navigator the applicable Subscription Fees, Services Fees, fees for Third Party Materials, any other fees specified on an Order and fees for use of the AI Plan Build Tool (collectively, "**Fees**"). All payments are nonrefundable, except as required by law. Except for charges disputed in good faith, all charges shall be due and payable by the Subscriber within thirty (30) days of the date of Employee Navigator's invoice unless otherwise agreed in the relevant Order (which will typically provide for payment due upon invoicing). Subscriber may not dispute any invoiced amount more than 90 days after the date of such invoice. Unless otherwise agreed in the relevant Order, monthly fees will be based on calendar months, with the monthly fees for any partial calendar month prorated. Subscriber's failure to pay any amount within sixty (60) days of the due date may result in the suspension of the Employee Navigator Solutions and Services. Notwithstanding the foregoing the parties shall negotiate in good faith to resolve any disputes regarding any fee amounts.

7.2. **AI Plan Build Tool.** Subscriber may review the fees it has incurred for use of the AI Plan Build Tool through the applicable report in the Employee Navigator platform. Unless otherwise provided, fees for use of the AI Plan Build Tool will be billed by calendar month, will vary based on usage, and will be charged in accordance with the then-current fee schedule which is subject to change by Employee Navigator; please see the fee schedule for details. Payment of fees and applicable taxes will be made using the payment method selected or indicated. Subscriber understands and agrees that the authorizations made herein are binding.

7.2.1. By selecting credit card as its payment method, Subscriber authorizes Employee Navigator to charge its registered credit card for amounts due under these terms. This authorization remains in effect until canceled in writing. Such cancellation must be made at least 3 business days before the next scheduled charge.

7.2.2. By selecting automatic ACH debit as its payment method, Subscriber authorizes Employee Navigator to automatically debit its bank account for amounts due under these terms. Subscriber may revoke this authorization at any time by providing written notice at least 3 business days before its next scheduled payment.

Subscriber acknowledges that ACH transactions must comply with U.S. law and applicable rules and regulations. If Subscriber's payment is returned or rejected, Subscriber authorizes Employee Navigator to reinitiate the debit for the applicable fee and any additional amounts charged to Employee Navigator related to the unsuccessful payment, in each case in accordance with applicable laws, rules and regulations.

- 7.2.3.** If neither a credit card nor automatic ACH debit option is presented to and selected by Subscriber, then Subscriber will be invoiced at the billing address that Employee Navigator has on file, and such invoiced amounts will be due in accordance with the invoicing terms set forth in Section 7.1 and the relevant Order.

Subscriber agrees to keep its payment information current. If Subscriber's payment method fails or Subscriber otherwise fails to timely pay the fees due hereunder, Employee Navigator may suspend or cancel Subscriber's access to the AI Plan Build Tool. Please reach out to billing@employeenavigator.com with any questions about billing or payment methods or to change or cancel a payment method.

- 8. Term & Termination.** Unless terminated earlier, Subscriber's right to purchase and use Subscriptions and Services under these Master Terms & Conditions shall continue hereunder for so long as there is a Subscription Order for any Employee Navigator Solution continuously in effect without dispute (the "**Term**"). The term of each Subscription shall be the Subscription Term specified in each Order. In the event a term is not stated in an Order, the Subscription Term applicable to such Order shall be one (1) year, which shall automatically renew for successive one (1) year periods unless Subscriber provides notice of non-renewal at least 30 days prior to expiration of the then-current Subscription Term, subject to earlier termination as provided in the Agreement. On or after the expiration of the initial Subscription Term, Subscriber may terminate any Order upon thirty (30) days prior written notice to Employee Navigator. Except as otherwise provided herein, Employee Navigator may terminate any Order upon twelve (12) months' notice in the event Employee Navigator discontinues the Employee Navigator Solutions or Services covered by such Order. If either party materially breaches any obligation hereunder or, in the case of Subscriber, its scope of its permitted access or use, the non-breaching party may provide a written notice specifying the nature of the breach and demand that the breaching party cure the breach. The breaching party shall have fifteen (15) business days from receipt of such notice to cure the breach. If the breach is not cured within such period, the non-breaching party may terminate any existing Order between Subscriber and Employee Navigator by providing written notice of termination. Any attempt to liquidate operations or seek or obtain protection from creditors shall be a material breach subject to the foregoing provisions. In addition, unless otherwise expressly provided in an Order, Employee Navigator shall have the right to terminate telephone Support Services at any time for any reason or no reason upon twelve (12) months' prior written notice to Subscriber. If these Master Terms & Conditions are terminated by either party or expire pursuant to their terms, then all Confidential Information of each party (as defined below) shall either be (i) returned to the disclosing party, (ii) retained or destroyed consistent with the possessing party's retention and destruction policies or as consistent with its automatic or ordinary course archiving, back-up, security, or disaster recovery system procedures, or (iii) retained or destroyed as required by applicable law, professional standards, a court, or regulatory agency, provided that any such retained information shall remain subject to the terms of this Agreement. Notwithstanding anything to the contrary herein (a) Employee Navigator may reuse and/or reassign and/or retain Client Data (for example in the case of a broker of record change); and (b) Employee Navigator may destroy Client Data, Employee Navigator Solutions Output and Employee Navigator Logs at any time upon its election. Upon termination, Subscriber shall promptly discontinue use of all Employee Navigator Solutions, return all copies of such Employee Navigator Solutions to Employee Navigator and immediately pay all amounts then due and payable to Employee Navigator. Articles 7, 8, 9, 10, 11, 13 and 14 (and any other provision that by its terms reasonably should survive) shall survive the termination or expiration of these Master Terms & Conditions for any reason. Any fees paid by the Subscriber are nonrefundable. For the avoidance of doubt, Employee Navigator may also delete any Client Data and any associated Employee Navigator Solutions Output and Employee Navigator Logs, in its sole discretion, if the Client has been marked or otherwise indicated by Subscriber as inactive or if such Client and/or the relevant Client Data is no longer actively maintained by Subscriber in the Employee Navigator Solutions. Employee Navigator may programmatically or on an ad hoc basis delete Employee Navigator Solutions Output or Employee Navigator Logs.

- 9. Confidentiality.** "**Confidential Information**" will mean all of the information, data, employee records, personally identifiable information and software furnished by one party to the other in connection with the Agreement. Notwithstanding the foregoing, and excepting any proprietary financial information, "Confidential Information" will not include information which: (i) is 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) is lawfully disclosed to the receiving party without an obligation to maintain the confidentiality of such information by a third person who has lawfully acquired the Confidential Information; or (iv) was independently developed by the receiving party; provided, however, that the receiving party hereby stipulates and agrees that, if it seeks to disclose, display, divulge, reveal, report, publish or transfer, for any purpose whatsoever, any Confidential Information, such receiving party will bear the burden of proving that any such information was independently developed or is or became publicly available without any such breach. Without limiting the generality of the foregoing, the parties stipulate and agree that "Confidential Information" will specifically include: (i) the Employee Navigator Solutions and Services; (ii) all passwords provided by Employee Navigator allowing Authorized Users access to a SaaS Solution; and (iii) any data provided by Subscriber and/or Clients (including for example their employees) to Employee Navigator or input into the Employee Navigator Solutions by Subscriber or Clients (or for example their employees) in connection with Subscriber's and Clients' (and their employees') use of the Employee Navigator Solutions or Services hereunder (collectively "**Client Data**"). A party's failure to mark any Confidential Information as confidential, protected or proprietary will not affect its status as Confidential Information under these Master Terms & Conditions. Subscriber understands that Employee Navigator Solutions and Services are not designed for Subscriber or Authorized Entities to upload or enter any protected health information (PHI) such as medical/clinical information on users or insurance applicants or members into the Employee Navigator Solutions. Any entry of PHI into designated fields for PHI required for medical enrollment or underwriting purposes within the Employee Navigator Solutions may only be entered by individual Authorized Users on their own behalf and consistent with Employee Navigator guidelines. Employee Navigator is not liable for the

security, storage, processing, maintenance, transmission or disclosure of any PHI input by Subscriber or Authorized Entities into the Employee Navigator Solutions.

Each party acknowledges that, in performing its obligations and exercising its rights hereunder, a party may acquire the Confidential Information of the other party. As a material inducement to the other party to disclose such Confidential Information, each party covenants and agrees that it will not, except with the prior written consent of the other party, at any time directly by itself or indirectly through any agent or employee: (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 other party, (ii) use Confidential Information of the other party for any purpose other than in connection with the performance of its obligations or the exercise of its rights under the Agreement; (iv) use, store, handle or share Client Data that includes personal information in a manner that conflicts with or is inconsistent with the Employee Navigator Privacy Policy; or (v) use Confidential Information to solicit insurance products or payroll services of Subscriber. The preceding restrictions (i) do not preclude Employee Navigator from developing software enhancements which may be offered to Subscribers and (ii) do not preclude a party from disclosing the Confidential Information of the other party as required by law or regulation (such as pursuant to an ordinary course regulatory examination). Each party further covenants and agrees to handle the Confidential Information of the other party in the same manner that the 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 adopting appropriate confidentiality policies, inserting appropriate confidentiality terms in agreements with all employees and subcontractors, and maintaining Confidential Information in a manner designed to assure that it will not be used or disclosed improperly.

Notwithstanding any other provision herein, Employee Navigator shall have the right, and Subscriber hereby grants to Employee Navigator a royalty-free, non-exclusive license, to access, compile, aggregate and use Client Data for statistical analysis, benchmarking and research purposes, provided, that the Client Data is compiled and presented in aggregate form only, without specifically identifying or being capable of specifically identifying (i) the source of the Client Data; (ii) any employee, enrollee, subscriber, beneficiary, or other individual; or (iii) an employer, trade group, or insured. To the extent that any Client Data is compiled or aggregated by Employee Navigator in accordance with the terms herein (collectively, the "Aggregate Data"), such Aggregate Data will be owned solely by Employee Navigator and may be used by Employee Navigator for any lawful business purpose without a duty of accounting to Subscriber or Client. Further, Employee Navigator may de-identify any and all personally identifiable Client Data, and such de-identified Client Data shall not be subject to the provisions of this Article 9.

A party will promptly notify the other party if it becomes aware of any unauthorized use or disclosure of any Confidential Information of the other party and, at the other 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 Confidential Information, to the extent allowed by law the receiving party shall inform the disclosing party by written notice and shall, if permissible, 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. Warranties

10.1. Performance Warranties. The Employee Navigator Solutions and Services are provided by Employee Navigator on an "as is" and "as available" basis. Employee Navigator does not warrant that the Employee Navigator Solutions or Services will meet Subscriber's requirements, will achieve any particular result, operate without interruption, are error free or that an existing service will continue to function or be supported. Employee Navigator will perform the Services in a professional manner consistent with industry standard practices. Subscriber's sole remedy and Employee Navigator's only liability for breach of a warranty contained in this Section 10.1 shall be, with respect to the Employee Navigator Solutions, to repair or replace the Employee Navigator Solutions to bring them into compliance with the applicable warranty, and, with respect to the Services, to re-perform the Services to bring them in compliance with the applicable warranty; provided, however, that Subscriber shall give notice to Employee Navigator within thirty (30) days after discovering any warranty breach.

10.2. Conditions of Warranty. Employee Navigator shall not be responsible in any manner under the warranties described in this Article 10 for actual or alleged breaches arising out of: (a) causes external to Employee Navigator including equipment, third party telecommunications or data lines, cloud services providers or third party applications; (b) Subscriber's use of the Employee Navigator Solutions or Services in a manner or on equipment that does not conform to Employee Navigator's specifications or Documentation; (c) any defect, infringement or non-conformity not reported by Subscriber in accordance with these Master Terms & Conditions; (d) any use of the Employee Navigator Solutions or Services in combination with or as part of any products, services or equipment of any third party; (e) any modifications to the Employee Navigator Solutions or Services made by any party other than Employee Navigator or Subscriber acting at Employee Navigator's express direction; or (f) Subscriber's breach of the Agreement. WITHOUT LIMITING THE GENERALITY OF THE EXCLUSIONS SET FORTH IN THIS ARTICLE, AND EXCEPT AS OTHERWISE PROVIDED IN THESE MASTER TERMS & CONDITIONS, SUBSCRIBER SHALL BE EXCLUSIVELY RESPONSIBLE AS BETWEEN THE PARTIES FOR, AND EMPLOYEE NAVIGATOR MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO: WHETHER THE EMPLOYEE NAVIGATOR SOLUTIONS OR SERVICES WILL ACHIEVE THE RESULTS DESIRED BY SUBSCRIBER OR CLIENT; ENSURING THE ACCURACY OF ANY INPUT SUBSCRIBER OR CLIENT CONTENT OR DATA USED WITH THE EMPLOYEE NAVIGATOR SOLUTIONS OR SERVICES, INCLUDING DATA INPUT TO THE EMPLOYEE NAVIGATOR SOLUTIONS IN CONJUNCTION WITH ANY DATA CONVERSION AND ANY DATA OUTPUT RESULTING FROM PROCESSING BY EMPLOYEE NAVIGATOR OR ANY OTHER PERSON; ESTABLISHING ADEQUATE OPERATIONAL BACKUP PROVISIONS IN THE EVENT OF A DEFECT OR

MALFUNCTION THAT IMPEDES THE ANTICIPATED OPERATION OF THE EMPLOYEE NAVIGATOR SOLUTIONS OR SERVICES; OR ENSURING THAT SUBSCRIBER'S ACCESS TO THE EMPLOYEE NAVIGATOR SOLUTIONS OR SERVICE WILL AT ALL TIMES BE UNINTERRUPTED OR ERROR-FREE OR SECURE.

- 10.3. Representations and Warranties.** Subscriber represents and warrants that, during the Subscription Term, it shall maintain all such licenses and authorizations in good standing as required by federal, state and local laws and regulations and shall notify Employee Navigator promptly in writing of any suspension, revocation or non-renewal of any such license or authorization or the commencement of any proceeding with respect thereto, except where such suspension, revocation, non-renewal or proceeding will not have a material adverse effect on Subscriber's ability to perform its obligations under the Agreement. Subscriber further represents and warrants that (a) it or its Authorized Entities or Authorized Users has the necessary rights to input the Client Data into, and for any personal information included in such data to be used, shared, processed, stored and otherwise handled in accordance with the Privacy Policy, and hereby grants to Employee Navigator all necessary rights to use such data in that manner; b) it has the necessary rights to assign and to grant the rights assigned and granted to Employee Navigator hereunder, free and clear of all liens, encumbrances, claims and restrictions. SUBSCRIBER AGREES TO INFORM ALL OF THEIR AUTHORIZED USERS OF ALL OF THE LIMITATIONS CONTAINED IN THE AGREEMENT. Each party agrees that it will comply with all applicable laws, statutes, ordinances, regulations and orders of any government authority ("**Laws**") applicable to its respective services hereunder. Each Party shall carry at its own expense appropriate insurance relating to its respective services hereunder, including cyber insurance.

11. Injunctive Relief & Indemnities.

- 11.1. Injunctive Relief.** Each party stipulates and agrees that: (a) Employee Navigator will suffer irreparable harm in the event of any breach by Subscriber of the provisions of Articles 3 or 9; and (b) Subscriber will suffer irreparable harm in the event of any breach by Employee Navigator of the provisions of Article 9 and that monetary damages will be inadequate to compensate the non-breaching party for any such breach. Accordingly, each party stipulates and agrees that, in the event of a breach or threatened breach (i) by Subscriber of the provisions of Articles 3 or 9 or (ii) by Employee Navigator of the provisions of Article 9, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, the non-breaching party will be entitled to seek a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach or threatened breach, without the obligation to post bond.

11.2. Indemnification.

11.2.1. By Employee Navigator. Employee Navigator shall defend Subscriber, its officers, directors, employees, affiliates, and permitted assigns against any claim, demand, suit or proceeding made or brought against such party by a third party (each, a "**Claim**") and hold harmless and indemnify Subscriber against all losses, liabilities, damages and attorney fees finally awarded against such party by a U.S. court of law, in each case for a Claim alleging that Subscriber's or its Client's permitted use of the Employee Navigator Solutions or Services infringes the U.S. patent, trademark, copyright or trade secret rights of such third party. The foregoing indemnity excludes any Claim that arises from (a) use of the Employee Navigator Solutions or Services in violation of the Agreement; (b) the combination of the Employee Navigator Solutions or Services with third party software, hardware, content, data or processes, if the Employee Navigator Solutions or Services or use thereof would not infringe without such combination; (c) use of any Third Party Materials, if the Employee Navigator Solutions or Services would not infringe without such Third Party Materials; or (d) actions taken in accordance with instructions provided by Subscriber. If Employee Navigator receives information about an infringement Claim related to the Employee Navigator Solutions or Services, Employee Navigator may in its discretion and at no cost to Subscriber (i) modify the relevant item so that it is no longer infringing, (ii) obtain a license for Subscriber's continued use of such item in accordance with this Agreement, or (iii) terminate Subscriber's Subscriptions for the infringing portion of the Employee Navigator Solutions or Services upon 30 days' written notice and refund Subscriber any prepaid fees covering the remainder of the term of the terminated Subscriptions.

11.2.2. By Subscriber. Subscriber shall defend, indemnify, and hold harmless Employee Navigator, its officers, directors, employees, affiliates, third party service providers and permitted assigns, from and against any and all losses, liabilities, claims, damages, actions, suits, proceedings, settlements, judgments, losses, costs and expenses (including reasonable attorney's fees) arising out of or in connection with (a) a breach by or claim of a breach by Subscriber of Section 3.2, 3.3 or 3.4 (including, in each case, any failure to fully satisfy its obligations thereunder) or its representations, warranties or covenants under the Agreement; (b) the willful misconduct or gross negligence of Subscriber or any other Authorized User or (c) Subscriber's use or reliance on the AI Materials (but excluding any Claim indemnifiable under 11.2.1).

11.2.3. 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 (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 settlement of the claim or suit with counsel of its own selection in accordance with this Section; provided, however, the Indemnifying Party shall not enter into any consent order or settlement that admits wrongdoing or fault by or liability of the Indemnified Party without the Indemnified Party's consent, which shall not be unreasonably withheld, conditioned or delayed. 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. A failure by the Indemnified Party to give prompt notice of a claim does not constitute

a waiver of its right to defense, indemnification and being held harmless and affects the Indemnifying Party's obligations only to the extent the Indemnifying Party's rights are materially prejudiced by the failure or delay.

11.2.4. Exclusive Remedy. This "Indemnification" section states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy against, the other party for any third-party Claim described in this section.

- 12. Disclaimers.** UNLESS EXPRESSLY PROVIDED FOR IN WRITING, EMPLOYEE NAVIGATOR DOES NOT WARRANT THAT ANY EMPLOYEE NAVIGATOR SOLUTIONS OR SERVICES WILL (i) MEET SUBSCRIBER'S OR CLIENT'S REQUIREMENTS; (ii) MEET ANY PERFORMANCE LEVEL, RESOURCE UTILIZATION, RESPONSE TIME OR SYSTEM OVERHEAD REQUIREMENTS; (iii) OPERATE UNINTERRUPTED, FREE OF KNOWN AND UNKNOWN ERRORS, OR WITHOUT DELAY (iv) BE ACCURATE WITH REGARD TO CALCULATIONS, ELIGIBILITY, TRANSMISSIONS OR NOTIFICATIONS OR (v) TRACK THE PAGE VIEWS OR ACTIONS OF USERS OF THE PORTAL. EMPLOYEE NAVIGATOR IS NOT RESPONSIBLE FOR PROBLEMS, FINANCIAL CONSEQUENCES, SECURITY BREACHES OR ERRORS CAUSED BY: (1) USE OF ANY EMPLOYEE NAVIGATOR SOLUTIONS OR SERVICES OUTSIDE THE SCOPE OF THE AGREEMENT; (2) ANY MODIFICATION NOT MADE OR APPROVED BY EMPLOYEE NAVIGATOR; (3) INACCURATE ADVICE PROVIDED BY EMPLOYEE NAVIGATOR, WHETHER THROUGH ITS EMPLOYEES, ARTIFICIAL INTELLIGENCE TOOLS, DOCUMENTATION OR OTHERWISE; (4) CONSEQUENCES FROM EMPLOYEE NAVIGATOR INCORRECT CODING FOR ELIGIBILITY, LEGISLATION (FOR EXAMPLE ERISA, THE AFFORDABLE CARE ACT, ETC.) WHETHER FEDERAL OR STATE OR OTHER SYSTEM FEATURES; (5) USE OF ANY EMPLOYEE NAVIGATOR SOLUTIONS WITH HARDWARE OR SOFTWARE THAT IS NOT REPRESENTED IN THE APPLICABLE DOCUMENTATION AS INTEROPERABLE WITH THE EMPLOYEE NAVIGATOR SOLUTIONS; (6) THIRD PARTY EQUIPMENT, THIRD PARTY TELECOMMUNICATIONS OR DATA LINES, CLOUD SERVICES PROVIDERS OR THIRD PARTY APPLICATIONS OR (7) ANY AND ALL CONSEQUENCES OF INCORRECT SET-UP, CONFIGURATION OR OPERATION OF THE EMPLOYEE NAVIGATOR SOLUTIONS BY THE SUBSCRIBER OR ANY OF ITS AUTHORIZED USERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EMPLOYEE NAVIGATOR EXPRESSLY DISCLAIMS ALL WARRANTIES (INCLUDING IMPLIED AND STATUTORY WARRANTIES) OTHER THAN THOSE EXPRESSLY PROVIDED IN ARTICLE 10 ABOVE, AND FURTHER: BECAUSE (a) EMPLOYEE NAVIGATOR IS NOT THE ORIGINAL MANUFACTURER OF THE THIRD PARTY MATERIALS; AND (b) THE EQUIPMENT, NETWORKING AND TELECOMMUNICATIONS INFRASTRUCTURE USED BY SUBSCRIBER TO ACCESS THE EMPLOYEE NAVIGATOR SOLUTIONS IS THE SOLE RESPONSIBILITY OF SUBSCRIBER, EMPLOYEE NAVIGATOR DOES NOT PROVIDE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND ALL OBLIGATIONS OR LIABILITIES FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, MAINTENANCE, SECURITY OR PERFORMANCE OF THE THIRD PARTY MATERIALS AND THE DELIVERY AND PERFORMANCE OF THE EMPLOYEE NAVIGATOR SOLUTIONS IN CONNECTION WITH THE ACCESS BY SUBSCRIBER TO THE EMPLOYEE NAVIGATOR SOLUTIONS. SUBSCRIBER IS SOLELY RESPONSIBLE FOR OBTAINING AUTHORITY TO DO BUSINESS IN ALL APPLICABLE JURISDICTIONS.
- 13. Limitation of Liability.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.2 OR ITS LIABILITY FOR FRAUD OR WILLFUL MISCONDUCT, EACH PARTY'S AGGREGATE, CUMULATIVE LIABILITY IN CONNECTION WITH THE AGREEMENT, THE EMPLOYEE NAVIGATOR SOLUTIONS AND ALL SERVICES PERFORMED SHALL BE LIMITED TO DIRECT DAMAGES AND CAPPED AT: (A) THE AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY EMPLOYEE NAVIGATOR FROM SUBSCRIBER UNDER THE ORDER FROM WHICH THE EVENT CAUSING LIABILITY ARISES DURING THE 12 MONTH PERIOD PRECEDING THE DATE DURING WHICH THE CLAIM FIRST AROSE OR, (B) IN THE CASE OF ANY LIABILITY ARISING OUT OF OR RELATING TO SUBSCRIBER'S USE OF THE AI MATERIALS, THE FEE EMPLOYEE NAVIGATOR CHARGED SUBSCRIBER FOR THE USE OF THE AI PLAN BUILD TOOL FOR THE SPECIFIC COMPANY OR GROUP PLAN BUILD THAT GAVE RISE TO THE LIABILITY. The limitations and exclusions set forth in this Article 13 apply to all claims or causes of action on whatever basis and under whatever theory brought and irrespective of whether the party has advised or has been advised of the possibility of such claim. All claims and causes of action brought by Subscriber hereunder shall be brought within the ninety (90) calendar day period commencing on the termination or expiration hereof or within six (6) months of the date the harm is actually discovered, whichever occurs first. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.2 OR ITS LIABILITY FOR FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA.
- 14. Responsibility to Audit.** It is the responsibility of the Subscriber and/or Subscriber Clients, Authorized Entities and Authorized Users to Regularly Audit Platform Content such as enrollment in plans, costs, plan descriptions, etc. including but not limited to COBRA, health, life retirement, disability, Third Party Materials, etc. to ensure the carrier enrolment and plan descriptions are accurate. For the purposes of this Agreement, Regularly Audit means the process of regularly reviewing and otherwise auditing the applicable data during the applicable grace period during which a benefit, payroll or other provider will retroactively adjust an enrollment after its discovery. The Subscriber and its Clients, whose obligation shall be conveyed by the Subscriber in an agreement with its Clients, agree to hold Employee Navigator harmless for any and all claims, premium payments, payroll errors or other damages resulting from inaccurate enrollment at insurance carriers, third party administrators, Third Party Materials or other providers. Subscriber agrees that the regular audit requirement is reasonable because (a) Employee Navigator Solutions may be configured to turn on and off services which may result in the termination, extension, notification or lack of notification for enrollment and (b) an improper design of Employee Navigator Solutions may not produce the desired result.
- 15. Assignment.** Neither party shall assign this Agreement or any of its rights, interests or obligations hereunder or thereunder whether voluntarily, by operation of law, or otherwise without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the forgoing, each party, without the other party's consent, may assign this Agreement to a parent, subsidiary or affiliate, or to an entity acquiring all or substantially all of the stock, assets or business of the party. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- 16. Publicity.** Employee Navigator and Subscriber each shall have the right, at its expense, to list the other party in its general listing of

customers. Except as provided in the foregoing sentence, neither party shall, in connection with its activities under these Master Terms & Conditions, use the name, trade name, trademark or servicemark of the other party in any way (such as, without limitation, in press releases, advertising or publicly available publications) without the prior written consent of the other party, which consent may be withheld in the sole discretion of such party.

17. No Hiring. To the maximum extent permitted by law, a party to this Agreement shall not, without the written consent of the other party in each instance, during the term and for a period of one (1) year thereafter, directly or indirectly solicit, employ, offer to employ, or engage as a consultant, any employee of the other party. The foregoing limitation shall not apply to: (1) any generalized searches for employees such as by use of media advertisements or recruiters that are not targeted directly at any such employees; or (2) any employee whose employment has been terminated at least 6 months prior to such solicitation.

18. Force Majeure. Employee Navigator shall not be liable to Subscriber or deemed in breach of this Agreement for its failure or delay in performing any of its obligations hereunder during any period in which such performance is rendered impracticable or impossible due to circumstances beyond Employee Navigator's reasonable control, including, but not limited to, acts of God, fire, explosion, flood, drought, riot, sabotage, terrorism, war, invasion, disease, 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 or regulation of any government entity acting with color of right.

19. Business Associate Agreement, Requirements & Provisions

19.1. Scope and Purpose. To the extent Employee Navigator is determined to be a Business Associate of Subscriber by the Department of Health and Human Services or an applicable court of law for purposes of the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations, as the same may be amended from time to time ("**HIPAA**"), with respect to any Agreement, the Business Associate provisions set forth below (the "**BA Provisions**") will, in addition to the other confidentiality obligations set forth herein, apply to the performance of Employee Navigator. The parties will amend the BA Provisions, when necessary to comply, and to enable all Authorized Entities to comply, with HIPAA. However, Subscriber acknowledges that any such changes may require technical modifications to the affected Employee Navigator Solutions or Professional Services, for which Employee Navigator must be compensated. The parties will mutually agree upon any such compensation before amending these Master Terms & Conditions, and Employee Navigator will not be required to implement any technical modifications or deliver any additional functionality under this Article prior to the parties' mutual written agreement regarding the feasibility of the requested changes and the fees to be paid to Employee Navigator. Any capitalized term used but not defined in these BA Provisions will have the meaning given to it under HIPAA.

19.2. BA Obligations of the Parties with Respect to PHI.

19.2.1. Obligations. With regard to Use and/or Disclosure of Protected Health Information that is transmitted or maintained by Employee Navigator on behalf of Subscriber (who in turn may be acting on behalf of a Covered Entity) ("**PHI**"), Employee Navigator will:

19.2.1.1. Not Use or further Disclose PHI other than as permitted or required by these BA Provisions or as required by law;

19.2.1.2. Use appropriate administrative, physical and technical safeguards to prevent Use or Disclosure of PHI other than as provided for by these BA Provisions and to use appropriate safeguards and comply, where applicable, with 45 CFR Subpart C with respect to Electronic PHI that is transmitted or maintained by Employee Navigator on behalf of Subscriber (who in turn may be acting on behalf of a Covered Entity);

19.2.1.3. Report to the applicable Subscriber (a) any Use or Disclosure of PHI not provided for by these BA Provisions, or (b) any Security Incident, as defined in 45 C.F.R. 164.304 (as modified by or interpreted under any subsequent guidance issued by the federal Department of Health and Human Services), of which it becomes aware;

19.2.1.4. Following the discovery of a Breach of Unsecured PHI, shall notify the Subscriber of such Breach. Except as provided in 45 C.F.R. § 164.412, Employee Navigator shall provide such notice without unreasonable delay, and in no case later than sixty (60) calendar days after discovery of the Breach. Notice shall include: (i) to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the party to have been accessed, acquired, Used or Disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (iv) any steps that individuals should take to protect themselves from potential harm resulting from the Breach (if applicable); (v) a brief description of what Employee Navigator is doing or will be doing to investigate the Breach to mitigate harm to the individual(s) and to protect against further Breaches; and (vi) contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free number, an email address, web site or postal address (if applicable).

19.2.1.5. Require all of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of Subscriber to agree, in writing, to at least the same restrictions and conditions on the Use and/or Disclosure and safeguarding of PHI that apply to it pursuant to these BA Provisions;

19.2.1.6. Make available PHI to Subscriber that is necessary for Covered Entities or Subscriber (acting on behalf of a Covered Entity) to respond to individuals' requests for access to PHI about them in the event that the PHI in its possession constitutes a Designated Record Set;

19.2.1.7. Make available PHI for amendment and incorporate any amendments to PHI in accordance with the Privacy Rule in the event that the PHI in its possession constitutes a Designated Record Set;

19.2.1.8. Make available the information required to provide an accounting of Disclosures in accordance with the Privacy Rule;

19.2.1.9. Make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary

of HHS for purposes of determining a Covered Entity's compliance with subpart E of the Privacy; and

19.2.1.10. Return to the Subscriber or destroy, within ninety (90) days of the termination of these BA Provisions (whether such BA Provisions are terminated independently or in connection with termination of the Agreement), the PHI in its possession as a result of these Master Terms & Conditions and retain no copies, if it is feasible to do so. If return or destruction is infeasible, it will extend all protections contained in these BA Provisions to its Use and/or Disclosure of any retained PHI, and to limit any further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible.

19.2.2. Permitted Uses and Disclosures of PHI. Except as otherwise specified in these BA Provisions, each party may make any and all Uses and Disclosures of PHI to the extent directly related and necessary to perform its obligations under the Master Terms & Conditions, Order or any additional addendum or terms referenced therein, including by way of example and not limitation, each party may:

19.2.2.1. Use the PHI in its possession for its proper management and administration and to carry out its legal responsibilities;

19.2.2.2. Disclose the PHI in its possession to a third party for the purpose of its proper management and administration or to carry out its legal responsibilities, provided that the Disclosures are required by law or Employee Navigator obtains reasonable assurances from the third party that the PHI will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was disclosed to the third party, and the third party notifies Employee Navigator of any instances of which it is aware in which the confidentiality of the information has been breached;

19.2.2.3. Provide Data Aggregation services relating to the healthcare operations of the applicable Covered Entity; and

19.2.2.4. De-identify any and all PHI obtained hereunder and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.

19.2.3. Termination. Upon receipt of notice from Subscriber of a material breach of these BA Provisions, Subscriber and Employee Navigator shall work cooperatively together to promptly to cure such breach. If the parties fail to cure such breach in a reasonable time to the Covered Entity's satisfaction (as timely and faithfully communicated by Subscriber to Employee Navigator), Subscriber may terminate this Agreement.

19.2.4. Survival. Sections 19.1 and 19.2 of these BA Provisions shall survive termination of the Agreement and continue indefinitely solely with respect to any PHI that a party retains in accordance with this Agreement.

20. Miscellaneous. Nothing in these Master Terms & Conditions (including in the BA Provisions) shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever. This Agreement is the complete agreement between the parties with regard to its subject matter and supersedes all prior discussions, negotiations and agreements and any earlier proposals, in each case whether verbal or written. The Agreement shall be governed by and construed in accordance with the laws of the State of Maryland 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 Montgomery County, State of Maryland. All notices, including notices of address changes, given by either party shall be sent by certified mail or by reputable overnight commercial delivery. Notices to Subscriber shall be sent to the invoicing address specified by Subscriber in the applicable Order. Notices to Employee Navigator shall be sent to the Employee Navigator address in the initial paragraph of these Master Terms & Conditions. 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. If any provision of the Agreement is held unenforceable, the enforceability of the remaining provisions shall not be affected. Waiver by either party of any breach shall not constitute waiver of any other breach. The headings in any part of the Agreement are used for convenience of reference only. Any part of this Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. Use of "Including" in these Master Terms & Conditions means including without limitation.

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