

## AGENCYZOOM LICENSE AGREEMENT

This AgencyZOOM License Agreement (the "**Agreement**") governs the limited license to use the Product (as defined below) granted to you ("**Agent**") by Agency Zoom, LLC, an Ohio limited liability company with principal offices located at 350 E 1<sup>st</sup> Ave, suite 150, Columbus, Ohio 43215 ("**AgencyZOOM**" and together with Agent, are referred to herein collectively as the "**Parties**" and individually, a "**Party**")

BY CLICKING THE ACCEPT BOX BELOW, AGENT (A) ACKNOWLEDGES THAT AGENT HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENTS AND WARRANTS THAT AGENT HAS THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT AGENT ARE LEGALLY BOUND BY ITS TERMS.

### Background

A. AgencyZOOM has developed and owns software solutions, including but not limited to the AgencyZOOM application ("**Product**"); and

B. Agent desires to subscribe to and use or make available for use the Product.

In consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. The Product

- 1.1. Access to the Product. Agent shall not, and shall ensure that its affiliates and their respective employees, representatives and agents do not, directly or indirectly, in whole or in part reverse engineer, copy, modify, translate, decompile, create a derivative work of, reverse assemble or otherwise attempt to discover any source code, sell, assign, rent, lease, convey, or sublicense the Product or any AgencyZOOM Intellectual Property, or disclose or disseminate any software code or other proprietary elements of the Product or any AgencyZOOM Intellectual Property or any portion thereof. For the avoidance of doubt, any attempt to view, copy, store, or disassemble the object code of the Product is unauthorized and will result in immediate termination of Agent's rights hereunder, if any. From time to time and in the sole discretion of AgencyZOOM, the Product may be modified and AgencyZOOM may include additional conditions, features and modifications.
- 1.2. Agent Requirements. Agent shall, at its sole expense, provide, configure and be responsible for the proper functioning of Internet connectivity, hardware, systems software, and other applications software recommend by AgencyZOOM during the Term for proper functioning of the Product.
- 1.3. Ownership. AgencyZOOM at all times is, and shall continue to be, the sole and exclusive owner of all Intellectual Property and other proprietary rights and interests in and to the Product, including all software code and other functional components thereof. This Agreement is not a royalty-bearing contract or sale and does not convey, and Agent acknowledges and agrees that Agent neither has nor at any time shall attempt to claim, any interest in or to the Product or any Intellectual Property related to any of the foregoing or the use thereof other than any access expressly granted in this Agreement. Agent shall have no right to access or review any code used or embedded in the Product. In the event that AgencyZOOM is required to use or access Agent Intellectual Property for proper functioning of the Product, Agent hereby grants to AgencyZOOM permission to configure the Product to access and use Agent Intellectual Property for the purpose of fulfilling its obligations hereunder.
- 1.4. Agent Materials. Nothing herein shall be construed to grant any right or license to AgencyZOOM in or to any content, trademark, service mark or other material provided to AgencyZOOM hereunder by Agent ("**Agent Materials**"), other than the right to use, edit, remove, and delete such Agent Materials in connection with the functionality of Product and in each case in AgencyZOOM's sole

discretion in order to allow AgencyZOOM to meet its obligations hereunder. All of the Agent Materials shall remain the property of Agent.

## 2. Term and Termination

- 2.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter until the termination or expiration, as applicable, of the Product Term for the Product (the "**Term**").
- 2.2. Product Term. The Product Term for a Product includes the Initial Product Term for such Product and any Product Renewal Term for such Product. For the avoidance of doubt, the Product Term is the period of time during which the Agent or an authorized End User shall be authorized to use the applicable Product pursuant to a limited license granted hereunder or under an applicable AgencyZOOM End User License Agreement.
- 2.3. Initial Product Term. The period of the Initial Product Term for each Product is identified during the applicable Product registration process. The Initial Product Term for a Product begins on the applicable Product Effective Date for such Product.
- 2.4. Product Renewal Term. Following the Initial Product Term, the Product Term for the Product shall automatically renew for an additional term of the same period as the Initial Product Term (each such additional term, a "**Product Renewal Term**") unless either Party terminates the Product Term prior to the expiration of the then-current Initial Product Term or Product Renewal Term. AgencyZOOM has the right to adjust the Subscription Fee and other fees or prices for the Product; provided, however, that should AgencyZOOM increase any fee or price for such Product, Agent shall have the right to terminate this Agreement without further obligation, except for obligations incurred prior to the effective date of such fee or price increase.
- 2.5. Termination. Notwithstanding Section 2.1 above and in addition to any other termination rights hereunder, this Agreement may be terminated by either Party for cause, upon receipt of a written notice from the aggrieved Party, in the event the other Party: (i) materially breaches this Agreement; (ii) recklessly or willfully violates applicable law; (iii) files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it; or (iv) is declared insolvent, makes an assignment for the benefit of creditors, appoints a receiver, conservator, or trustee to operate its business, or liquidates all or substantially all of its business assets. The Party terminating this Agreement for cause shall give the other Party prior written notice specifying the nature of all such alleged breaches. Termination for material breach under Section 2.5(i) above shall take effect on the sixtieth (60th) day following receipt of a written notice from the other Party, unless the other Party prior thereto fully corrects the breaches set forth in the written notice. Notwithstanding anything to the contrary contained herein, AgencyZOOM may in whole or in part terminate or suspend access to the Product and this Agreement at any time, for convenience immediately upon notice to Agent, without further obligation.

## 3. Confidentiality

- 3.1. Agent acknowledges that it may receive confidential information from AgencyZOOM, including any and all information and know-how directly or indirectly related to the AgencyZOOM business or its products, including without limitation business plans, marketing plans and procedures, strategies, proposals and budgets, financial information and forecasts, Intellectual Property and other information that constitutes proprietary or trade secret information belonging AgencyZOOM or its licensors ("**Confidential information**"). Agent shall not use or disclose the Confidential Information except in connection with, and as contemplated by, this Agreement. Agent shall use at least the same degree of care to avoid disclosure or unauthorized use of Confidential Information as it employs with respect to its own most confidential and proprietary information, but at all times shall use at least reasonable care. Agent shall not have any obligation of confidentiality with respect to any information that (i) is already known to Agent at the time the information is received from

AgencyZOOM, as proven by prior documents or records of Agent; (ii) is or becomes publicly known through no wrongful act of Agent; or (iii) is rightfully received by Agent from a third party without restriction. The obligations of confidentiality and limitation of use shall survive the termination of this Agreement.

- 3.2. If the Parties have, as of the date of this Agreement, entered into, or if the Parties do enter into subsequent to the date of this Agreement, any other agreement addressing the treatment of Confidential Information as between the Parties, this Agreement shall in no event be deemed to narrow the scope or extent of protection otherwise provided to AgencyZOOM in respect of its Confidential Information.

#### **4. Data and Data Security**

- 4.1. Data Security. AgencyZOOM may use, disclose or access Agent Data to support the Product, improve the Product, develop and improve new or additional products, improve or study its internal business operations, to comply with law, and for any other business purpose. By accessing, using and providing information to or through the Product, Agent consents to all actions taken by AgencyZOOM with respect to Agent Data in compliance with the then-current version of AgencyZOOM's privacy policy, available at [www.agencyzoom.com](http://www.agencyzoom.com). AgencyZOOM shall implement commercially reasonable controls and procedures to limit access or use by its employees and contractors to Agent Data except as permitted by the preceding sentence. AgencyZOOM, however, makes no representations or warranties with regard to AgencyZOOM's or any third party's compliance with laws, standards or use of other data security controls. Consistent with the foregoing, Agent understands that AgencyZOOM support personnel and other third parties may have access to Agent Data.
- 4.2. Agent's Data Security. Agent represents that Agent's performance of its obligations hereunder and use of the Product complies with all applicable laws, governmental and industry regulations, and agreements Agent may be subject to, and that Agent has obtained all required permissions and consents required by applicable law or agreement for the collection and related use of all Agent Data, and that any Agent's website includes a privacy policy in accordance with applicable laws.

#### **5. Fees and Payment**

- 5.1. Fees. Agent agrees to pay AgencyZOOM the applicable fees for the Product and other products and services selected during the Product registration process or as otherwise agreed by the Parties and in each case consistent with AgencyZOOM's then current fees for such Product and the applicable Product features. All fees and costs shall be exclusive of any taxes, however designated, levied or based upon the Product or other products and services. In the event that a Product or Product feature is added or removed, the applicable fees for the applicable invoice period shall be calculated by AgencyZOOM in accordance with AgencyZOOM's then current invoice and billing practices. For the avoidance of doubt and for the purpose of this Section 5, the fees received by AgencyZOOM or its affiliates for any Product, Product feature, or service, if any, shall be earned by AgencyZOOM on the applicable Product Effective Date. Without limiting any of its rights herein and without creating any obligations hereunder, AgencyZOOM may in its sole discretion offer and rescind promotions and incentives with or without notice, provided however that such actions are in compliance with applicable law. AgencyZOOM may verify credit card authorization prior to charging the credit card on file. Certain banks may indicate this card authorization on your credit card statement by charging and then refunding an amount, which is typically between \$0 and \$1 depending on the applicable bank (each an "**Authorization Charge**"). AgencyZOOM will not retain any Authorization Charge. For the avoidance of doubt, any Authorization Charge will be refunded.
- 5.2. Payment Terms. Unless otherwise specified in writing by AgencyZOOM, AgencyZOOM will invoice Agent periodically for the applicable Subscription Fee, related expenses, and applicable taxes. Agent will pay all invoiced amounts on or before the applicable invoice date (the "**Due Date**"). Agent will pay AgencyZOOM simple interest on all overdue payments at a rate of 5% per year.

Interest is calculated from the date payment was due until the date payment, including accumulated interest, is made in full. Without limiting AgencyZOOM's rights hereunder and for the avoidance of doubt, in the event that any invoice payment is not immediately received by AgencyZOOM, AgencyZOOM may without notice, immediately suspend further work and terminate Agent's and any related End User's access to any or all Products purchased or otherwise licensed from or through AgencyZOOM hereunder or through any separate agreement between the Parties, and may suspend or terminate any related implementation or other support until the account is brought current. For the avoidance of doubt, AgencyZOOM may withhold the payment of any amounts due and payable under this Agreement and any other agreement between the Parties and the provision of services hereunder and thereunder by reason of any set-off of any claim or dispute with Agent or any related End User, whether relating to breach, bankruptcy or otherwise. Agent shall be responsible for all expenses incurred by AgencyZOOM in the collection of any unpaid Agent invoice, including attorney's fees and costs.

- 5.3. Taxes. Agent shall pay any and all taxes (including but not limited to sales and/or use taxes, value added taxes, and stamp taxes, and excluding only those taxes based on AgencyZOOM's income), fees, tariffs, duties, or other similar levies imposed by any government entity or similar authority with respect to the Fees as defined herein. If AgencyZOOM is required by any government entity to collect, assess, or remit any such amounts, then in addition to the amounts owed hereunder, AgencyZOOM may invoice the Agent for such amounts and Agent shall immediately pay such amounts.

## 6. Warranties and Representations

- 6.1. By Agent. As a condition precedent to any right or license granted herein, Agent represents and warrants that (i) if Agent is an entity, it is duly organized and validly existing under the laws of its jurisdiction of organization and has full power and authority to enter into this Agreement and to carry out its obligations hereunder, (ii) the execution of this Agreement has been duly authorized by all necessary corporate or other action and this Agreement is a legal and valid obligation binding upon Agent, enforceable against Agent in accordance with its terms, (iii) Agent has obtained and holds all licenses, permits and approvals of all governmental authorities necessary or appropriate to perform its obligations under this Agreement, operate its business, and to use the Product, and will continue to do so throughout the Term, (iv) neither the execution, delivery and performance of this Agreement, nor Agent's use of the Product will conflict with, violate or result in a breach (with or without the lapse of time, the giving of notice or both) of any agreement, instrument or understanding, oral or written, to which such Agent is a party or by which it may be bound, (v) Agent has not been and is not currently a party to any lawsuits, actions, proceedings, arbitrations, mediations, claims, orders or investigations by or before any governmental authority, arbitrator, mediator or any other third party that would materially adversely affect performance of its obligations under the Agreement, (vi) all materials and data provided by Agent do not infringe any United States patent, copyright, trademark, service mark or other Intellectual Property right of any third party, (vii) Agent is now in compliance with and during the Term of this Agreement shall continue to remain in compliance with all applicable U.S. and foreign laws and regulations, (viii) if Agent is the End User of the Product, Agent shall execute and deliver to AgencyZOOM an AgencyZOOM End User License Agreement substantially in the form as AgencyZOOM may later designate, and (ix) if Agent is not the End User of any Product, Agent shall ensure each End User of such Product executes and delivers to AgencyZOOM an AgencyZOOM End User License Agreement substantially in the form as AgencyZOOM may designate. For the avoidance of doubt, AgencyZOOM reserves the right in its sole discretion to approve or deny access to the Product for any End User.
- 6.2. Agent Acknowledgment. Agent acknowledges that the proper functioning and availability of the Product is dependent on interface and data exchange with various Agent and third party platforms and APIs. In the event that changes or updates are made to such Agent or third party platforms or APIs, changes or updates may be required to AgencyZOOM's infrastructure or codebase in order to maintain the functionality of the Product. AgencyZOOM reserves the right to charge additional fees

or increase the Subscription Fee to Agent in order to accommodate such changes or updates. Agent further acknowledges that AgencyZOOM makes no representations or warranties with respect to any software, products or other materials provided by third parties, including but not limited to the quality, availability, or functionality of any third party platforms or APIs ("Third Party Materials"). All use of Third Party Materials is subject to payment of applicable fees and compliance with terms and conditions of use required by such third parties.

- 6.3. DISCLAIMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES, THE PRODUCT IS PROVIDED AS IS, WHERE IS, AND AGENCYZOOM MAKES NO WARRANTY, AND HEREBY DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AVAILABILITY, SUITABILITY, ACCURACY OR COMPLIANCE WITH APPLICABLE LAW, REGULATION, OR INDUSTRY CUSTOM OR STANDARD, AND AGENCYZOOM DOES NOT WARRANT THAT ACCESS TO OR USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. IN THE EVENT OF ANY INTERRUPTION, AGENCYZOOM'S SOLE OBLIGATION SHALL BE TO MAKE COMMERCIALY REASONABLE EFFORTS TO ATTEMPT TO RESTORE ACCESS TO THE PRODUCT OR, IN ITS SOLE DISCRETION, TERMINATE THE AGREEMENT IN WHOLE OR IN PART WITHOUT FURTHER OBLIGATION. AGENT ACKNOWLEDGES AND AGREES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY CONTAINED HEREIN. WITHOUT LIMITING THE FORGOING, AGENCYZOOM MAKES NO REPRESENTATIONS OR WARRANTIES AND ASSUMES NO LIABILITY FOR (i) RESULTS OF THE PRODUCT, (ii) MATERIALS OR INFORMATION PROVIDED BY AGENCYZOOM OR GENERATED THROUGH OR WITH THE PRODUCT, INCLUDING WITHOUT LIMITATION, TEMPLATE FORMS, DISCOUNT AVAILABILITY OR AMOUNT, CUSTOMER DATA, RETENTION DATA, OR SALES DATA, OR (iii) THE PRODUCT'S SUITABILITY OR UNSUITABILITY FOR A PARTICULAR USE OR ENVIRONMENT, INCLUDING WITHOUT LIMITATION FOR USE WITHIN THE INSURANCE INDUSTRY. AGENCYZOOM'S DISCLAIMER OF WARRANTIES AS SET FORTH IN THIS PARAGRAPH SHALL NOT BE DIMINISHED OR AFFECTED BY AND NO OBLIGATION OR LIABILITY SHALL ARISE OR GROW OUT OF AGENCYZOOM'S RENDERING OF ADVICE, TECHNICAL OR OTHERWISE, OR SERVICE IN CONNECTION WITH ANY PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT. AGENCYZOOM SHALL HAVE NO OBLIGATION TO INDEMNIFY AGENT OR ANY THIRD PARTY AGAINST ANY CLAIM, DAMAGE, LIABILITY OR LOSS INCLUDING WITHOUT LIMITATION INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT.

## **7. Limitation of Liability**

- 7.1. AgencyZOOM's aggregate liability under this Agreement and related to the Product shall be limited to the actual amount received by AgencyZOOM from Agent for the Product in the 180 day period immediately preceding the event giving rise to the initial claim and in no event shall AgencyZOOM's aggregate liability related to the Agreement or the Product exceed such amount. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL AGENCYZOOM BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR THIRD PARTY AND/OR END USER DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF BUSINESS, LOST SALES, LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, AND LOSS FROM INTERRUPTION OF BUSINESS, THE DELAY OR INABILITY TO USE THE PRODUCT, IN EACH CASE EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT, OR OTHERWISE IN CONNECTION WITH AGENCYZOOM'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. All other terms of

this Agreement notwithstanding and without limiting the forgoing sentence or the warranty disclaimers contained herein, AgencyZOOM shall not be liable for any failure to perform any obligation under this Agreement or the failure of the Product if such failure is caused by the occurrence of any contingency beyond the reasonable control of AgencyZOOM, including but not limited to, fire, flood, strike, power outage, Internet outage, industrial disturbance, disruption, termination, or availability or reduction of services or products provided by third parties, denial of service attack, war, riot, insurrection, acts of God, pandemics or epidemics, acts of civil or military authority, or changes in or availability of third party platforms or APIs.

## 8. Definitions

- 8.1. "**Agent Data**" means the data exchanged via the Product, but excluding any data that (i) is already known by AgencyZOOM through means unrelated to the exchange of data through the Product; (ii) is or becomes available through public sources apart from any unauthorized action by AgencyZOOM; or (iii) is obtained by AgencyZOOM from a third party who has the right to disclose the such data.
- 8.2. "**Authorized Locations**" means the authorized locations from which End Users may access and use the Product, which shall all be located within the territory of the United States of America.
- 8.3. "**End User**" means the actual user of the Product.
- 8.4. "**Initial Product Term**" means the period of the initial term as identified during the applicable Product registration process for each applicable Product.
- 8.5. "**Intellectual Property**" means all rights in interests in all (a) patents, utility models, patent applications, and continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals, and re-examinations thereof and patents issued thereon; (b) registered and unregistered trademarks, service marks, trade names, domain names, and all of the associated goodwill; (c) registered and unregistered copyrights and all other literary and author's rights; (d) trade secrets, know-how, show-how, concepts, ideas, methods, processes, designs, discoveries, improvements, and inventions, whether patentable or unpatentable; (e) all other intellectual, industrial, and proprietary rights now or hereafter coming into existence throughout the world; (f) applications for and registrations, renewals, and extensions of any of the foregoing; and (g) exclusive and non-exclusive license rights to any of the foregoing.
- 8.6. "**License Count**" means the number of authorized named End Users for each applicable Product.
- 8.7. "**AgencyZOOM**" has the meaning set forth in the preamble.
- 8.8. "**Product Effective Date**" means the date the Initial Product Term is first made available to Agent or Agent's End Users.
- 8.9. "**Product Term**" means the Initial Product Term and any Product Renewal Term for such Product, which is the period of time during which Agent and any applicable authorized End User has a limited license to use such applicable Product according to the terms and conditions of this Agreement and the terms of the applicable AgencyZOOM End User License Agreement.
- 8.10. "**Subscription Fee**" means the base fees for the Product and any related services set forth during the applicable Product registration process or as otherwise provided by AgencyZOOM.

## 9. General

- 9.1. Relationship of the Parties. The Parties are independent contractors, and neither shall at any time be considered, or represent itself to be, an agent, employee, associate, or joint venture party of the other.

Neither Party shall have the authority nor hold itself out as able to bind the other Party to any contract or commitment, nor shall either Party be responsible for the acts or omissions of the other vis-a-vis third parties.

- 9.2. Assignment. Agent may not assign this Agreement or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of AgencyZOOM, which may be withheld in its sole discretion. AgencyZOOM may assign or otherwise transfer any or all of its rights or obligations under this Agreement at any time and without notice to Agent.
- 9.3. Successors. All of the provisions hereof shall be binding upon and inure to the benefit of the successors, assigns and any other transferees of the Parties hereto.
- 9.4. Waiver/Amendment. Neither this Agreement nor any of its provisions may be waived, amended or otherwise modified, except by a written instrument signed by each Party and then only to the extent expressly provided therein.
- 9.5. Headings. The headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- 9.6. Applicable Law and Dispute Resolution. This Agreement shall be construed and interpreted in accordance with and shall be governed by the laws of the State of Ohio, without regard to principals of conflict of law and irrespective of the fact that one or more Parties hereto is now or may hereafter be a resident of a different state, jurisdiction or country. The state and federal courts situated in Franklin County, Ohio shall have exclusive jurisdiction for resolving any dispute arising under or relating to this Agreement. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply.
- 9.7. Severability. In the event that any provisions of this Agreement, or any portions thereof, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions of this Agreement shall not be affected thereby.
- 9.8. Survival. The provisions of Sections 1.3, 1.4 and Articles 3, 4, 6, 7 as well as any accrued payment obligations (including any tax payment obligations) under Article 5, shall survive the termination of this Agreement for the periods contemplated thereby (or, if no period is contemplated, indefinitely).
- 9.9. Third Party Beneficiaries. The provisions of the Agreement are for the benefit of the Parties and not for any End User or other third party. No person other than a Party to this Agreement may rely upon or enforce any provisions of this Agreement.
- 9.10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, whether written or oral. In the event of any conflict between the terms of this Agreement and any prior or contemporaneous agreements between the Parties, the terms of this Agreement shall control with respect to all subject matters contain herein, notwithstanding anything to the contrary contained therein.

## AGENCYZOOM END USER LICENSE AGREEMENT ("EULA")

This AgencyZOOM End User License Agreement ("**Agreement**") governs your use of the AgencyZOOM product ("**Product**") along with any associated documentation ("**Documentation**"), and any applicable support ("**Support**") provided to you ("**End User**" or "**You**" or "**Your**") for use pursuant to and subject to an Agency ZOOM License Agreement ("**Product License Agreement**") between Agency Zoom, LLC an Ohio limited liability company ("**AgencyZOOM**"), and your employer or other person or entity who has a right to use the Product ("**Agent**").

BY CLICKING THE ACCEPT BOX BELOW, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

### 1. Commercial Terms

The commercial terms, including payment terms, payment schedule and usage rights and restrictions for the Product are set forth in the Product License Agreement, or such other document or documents as AgencyZOOM may designate (the "**Commercial Terms**").

### 2. Limited License

Subject to Your compliance with the terms and conditions of this Agreement and the applicable parties' strict compliance with the Commercial Terms, including without limitation the full payment of all applicable fees, You are granted a limited, non-exclusive, revocable right to use the Product in accordance with this Agreement and the Documentation and the restrictions and limitations contained in the Commercial Terms during the applicable period provided in the Commercial Terms, as may be amended. You shall ensure that all users of the Product under this Agreement comply with the obligations of this Agreement, and You shall be responsible for any breach of this Agreement by such users.

### 3. Disclaimer of Warranty

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES, THE PRODUCT IS PROVIDED AS IS, WHERE IS, AND AGENCYZOOM MAKES NO WARRANTY, AND HEREBY DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AVAILABILITY, SUITABILITY, ACCURACY OR

COMPLIANCE WITH APPLICABLE LAW, REGULATION, OR INDUSTRY CUSTOM OR STANDARD, AND AGENCYZOOM DOES NOT WARRANT THAT ACCESS TO OR USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. IN THE EVENT OF ANY INTERRUPTION, AGENCYZOOM'S SOLE OBLIGATION SHALL BE TO MAKE COMMERCIALY REASONABLE EFFORTS TO ATTEMPT TO RESTORE ACCESS TO THE PRODUCT OR, IN ITS SOLE DISCRETION, TERMINATE THE AGREEMENT IN WHOLE OR IN PART WITHOUT FURTHER OBLIGATION. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY CONTAINED HEREIN. WITHOUT LIMITING THE FORGOING, AGENCYZOOM MAKES NO REPRESENTATIONS OR WARRANTIES AND ASSUMES NO LIABILITY FOR (i) RESULTS OF THE PRODUCT, (ii) MATERIALS OR INFORMATION PROVIDED BY AGENCYZOOM OR GENERATED THROUGH OR WITH THE PRODUCT, INCLUDING WITHOUT LIMITATION, TEMPLATE FORMS, DISCOUNT AVAILABILITY OR AMOUNT, CUSTOMER DATA, RETENTION DATA, OR SALES DATA, OR (iii) THE PRODUCT'S SUITABILITY OR UNSUITABILITY FOR A PARTICULAR USE OR ENVIRONMENT, INCLUDING WITHOUT LIMITATION FOR USE WITHIN THE INSURANCE INDUSTRY. AGENCYZOOM'S DISCLAIMER OF WARRANTIES AS SET FORTH IN THIS PARAGRAPH SHALL NOT BE DIMINISHED OR AFFECTED BY AND NO OBLIGATION OR LIABILITY SHALL ARISE OR GROW OUT OF AGENCYZOOM'S RENDERING OF ADVICE, TECHNICAL OR OTHERWISE, OR SERVICE IN CONNECTION WITH ANY PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT. AGENCYZOOM SHALL

HAVE NO OBLIGATION TO INDEMNIFY YOU OR ANY THIRD PARTY AGAINST ANY CLAIM, DAMAGE, LIABILITY OR LOSS INCLUDING WITHOUT LIMITATION INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT

#### **4. Limitation of Liability**

AgencyZOOM's aggregate liability under this Agreement and related to the Product shall be limited to the actual amount received by AgencyZOOM from Agent for the Product in the 180 day period immediately preceding the event giving rise to the initial claim and in no event shall AgencyZOOM's aggregate liability related to the Agreement or the Product exceed such amount. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL AGENCYZOOM BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR THIRD PARTY AND/OR END USER DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF BUSINESS, LOST SALES, LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, AND LOSS FROM INTERRUPTION OF BUSINESS, THE DELAY OR INABILITY TO USE THE PRODUCT, IN EACH CASE EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT, OR OTHERWISE IN CONNECTION WITH AGENCYZOOM'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. All other terms of this Agreement notwithstanding and without limiting the forgoing sentence or the warranty disclaimers contained herein, AgencyZOOM shall not be liable for any failure to perform any obligation under this Agreement or the failure of the Product if such failure is caused by the occurrence of any contingency beyond the reasonable control of AgencyZOOM, including but not limited to, fire, flood, strike, power outage, Internet outage, industrial disturbance, disruption, termination, or availability or reduction of services or products provided by third parties, denial of service attack, war, riot, insurrection, acts of God, pandemics or epidemics, acts of civil or military authority, or changes in or availability of third party platforms or APIs.

#### **5. Ownership**

AgencyZOOM or its licensors retain ownership of all rights in the Product and all proprietary technology embodied therein. All rights in and to the Product,

including, but not limited to, any copyrights, patent and trade secret rights, belong to AgencyZOOM. You acknowledge that the unauthorized copying, disclosure, distribution, use or modification of the Product or Documentation received from AgencyZOOM will cause material damage to AgencyZOOM.

#### **6. Transferability**

You may not transfer the Product or the rights contained herein to use such Product to another party without the prior written consent of AgencyZOOM. If You transfer possession or the use of any copy, modification or merged portion of the Product or Documentation to another party or physical location without AgencyZOOM's prior written consent, Your rights hereunder, if any, will automatically terminate.

#### **7. Reverse Engineering**

You agree not to directly or indirectly, in whole or in part, reverse engineer, copy, modify, translate, decompile, create a derivative work of, reverse assemble or otherwise attempt to discover any source code, sell, assign, rent, lease, convey, or sublicense the Product or any AgencyZOOM Intellectual Property, or disclose or disseminate any software code or other proprietary elements of the Product or any AgencyZOOM Intellectual Property or any portion thereof. For the avoidance of doubt, any attempt to view, copy, store, or disassemble the object code of the Product is unauthorized and will result in immediate termination of Your rights hereunder, if any. You shall have no access, or right, to any source code relating to the Product.

#### **8. Compliance with Laws**

You may not directly or indirectly commit any act which would violate any law, regulation, treaty, or other agreement, including, without limitation, any laws relating to the export or re-export or diversion of the Product or other items to which the U.S. adheres or with which the U.S. complies. You represent and warrant that: (1) You are not located in, under the control of, or a resident of a jurisdiction where this transaction or the use of the Product is prohibited; and (2) You shall not, in any manner whatsoever, either remove, convey, export, import, divert or transmit the Product from or to Your jurisdiction, or any other jurisdiction, in violation of applicable laws and regulations. You further agree, in connection with your use of the Product, not to (a) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third

party's computer or property or information; (b) use the Product in any manner that could damage, disable, overburden, or impair any AgencyZOOM server, or the network(s) connected to any AgencyZOOM server or third party server or interfere with any other party's use and enjoyment of the Product; (c) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any AgencyZOOM server or third party server or to the Product through hacking, password mining, or any other means; (d) disclose, harvest, or otherwise collect information, including e-mail addresses, or other private information about any third party without that party's express consent; (e) sell, lease, or rent access to or use of the Product, or otherwise transfer any rights to use the Product under this Agreement; (f) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (including but not limited to the rights of privacy and publicity) of others; (g) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary written consent to do the same. You further represent and warrant that: (i) You are 18 years of age or older; (ii) neither the execution, delivery and performance of this Agreement, nor Your use of the Product will conflict with, violate or result in a breach (with or without the lapse of time, the giving of notice or both) of any agreement, instrument or understanding, oral or written, to which You are a party or by which You may be bound; (iii) this Agreement is a legal and valid obligation binding upon You and enforceable against You in accordance with its terms; and (iv) You have obtained and hold all licenses, permits and approvals of all governmental authorities necessary or appropriate to perform Your obligations under this Agreement, operate Your business, and to use the Product, and will continue to do so throughout the term of this Agreement.

#### **9. Collection and Use of Data**

AgencyZOOM may collect, translate and otherwise use data uploaded or otherwise transmitted to AgencyZOOM directly or indirectly by an End User and data received from third parties or through third party platforms. Without limitation, AgencyZOOM may translate any such data to such format as AgencyZOOM may designate to be used with the Product and may store such data and or translated data in such format or manner as AgencyZOOM may designate for use with the Product, including without limitation for use by third parties as AgencyZOOM

may designate in its sole discretion. By accessing, using and providing information to or through the Product, you consent to all actions taken by AgencyZOOM with respect to the data you upload or otherwise transmit to AgencyZOOM in compliance with the then-current version of AgencyZOOM's privacy policy, available at [www.agencyzoom.com](http://www.agencyzoom.com)

#### **10. Indemnification**

You shall indemnify and defend AgencyZOOM from and against any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from Your use of the Product or any products or services sold or accessed by You through or with the Product.

#### **11. Term**

The limited license provided for under this Agreement shall commence on Your acceptance of the terms of this Agreement as set forth above and shall continue for the applicable period of time that You or Your applicable authorized employee, as the case may be, remain an authorized End User in accordance with the Commercial Terms, unless earlier terminated by AgencyZOOM in its sole discretion. All provisions of this Agreement relating to disclaimers of warranties, limitation of liability, remedies or damages, and AgencyZOOM's proprietary rights shall survive termination. You agree upon termination to return or destroy the Product together with all copies, modifications and merged portions, in any form, at AgencyZOOM's request.

#### **12. Governing Law**

This Agreement shall be construed and interpreted in accordance with and shall be governed by the laws of the State of Ohio, without regard to principals of conflict of law and irrespective of the fact that one or more parties hereto is now or may hereafter be a resident of a different state, jurisdiction or country. The state and federal courts situated in Franklin County, Ohio shall have exclusive jurisdiction for resolving any dispute arising under or relating to this Agreement. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply.

#### **13. Controlling Agreement**

The parties agree that this license pertains only to the license and use of the Product identified above. To the extent that the terms of this Agreement conflict with

Commercial Terms, the terms of any services agreement, statement of work, or other document signed by both parties, the terms of this Agreement

shall control with respect to the license and use of the Product.