

## **POLICYPARTNER SERVICE AGREEMENT**

This PolicyPartner Service Agreement supplements the Master Service Agreement (“*MSA*”) and the Order Form that references this PolicyPartner Service Agreement to provide additional terms and conditions applicable to the Services reflected in the Order Form. Capitalized terms not defined in this PolicyPartner Service Agreement are defined in the MSA or the Order Form.

### **I. Definitions**

1.1 “*Customer Policy Content*” means, except for Customer Improvements, any information, data, content, media (video, images, text, scripts, etc.) that is uploaded, posted, or otherwise provided to the PolicyPartner Platform by Customer and metadata related thereto. Customer Policy Content includes all Customer Policies and Customer Modifications.

1.2 “*Customer Improvements*” means any modifications, improvements, and/or derivative works made to the Standard Policies by or on behalf of Customer.

1.3 “*Customer Modifications*” means any modifications, improvements, and/or derivative works made to the Customer Policies by or on behalf of Customer.

1.4 “*Customer Policies*” means those policies, handbooks, manuals, etc. that, if reflected in your Order Form, are provided to Grace Hill by Customer for purposes of uploading them to the PolicyPartner Platform and/or performing Grace Hill Modifications as set forth in your Order Form.

1.5 “*Implementation*” or “*Implementation Services*” means the modification of Customer Policies and/or Standard Policies that arise via Grace Hill Modifications or Improvements. Implementation may include revising applicable Policies to better suit Customer’s internal business needs and/or to allow the Policies to be displayed properly on the PolicyPartner Platform.

1.6 “*Documentation*” means any information prepared by Grace Hill and provided to Customer relating to and/or describing the Policies and/or the PolicyPartner Platform.

1.7 “*End Users*” means those employees, officers, agents or representatives of Customer who are authorized to access and use the Policies and/or the PolicyPartner Platform under this Agreement and for whom Customer shall be responsible for any breach of this Agreement by such End User.

1.8 “*Grace Hill Content*” means, except for Customer Policies and Customer Modifications, all Standard Policies, Grace Hill Modifications, Customer Improvements, Improvements, and Documentation, as well as all information, data, content, media (video, images, text, scripts, etc.) uploaded, posted, or otherwise provided to the PolicyPartner Platform (whether or not displayed, including all text, graphics, sounds, videos, images, logos, buttons, icons, databases, and any other media of any type now existing or developed in the future that has been

included with or uploaded to the PolicyPartner Platform), and includes any and all of Grace Hill's or its licensor's content and metadata related thereto.

1.9 “**Grace Hill Modifications**” means any modifications, improvements, and/or derivative works made to the Standard Policies and/or the Customer Policies by or on behalf of Grace Hill, including those arising from Implementation by Grace Hill.

1.10 “**Grace Hill IP**” means any and all intellectual property now existing or developed in the future that: (i) is owned, controlled, conceived, created, and/or reduced to practice by Grace Hill or its licensors, including without limitation any and all trade secrets, know-how, copyrights, algorithms, software, and patent rights (whether pending or otherwise); or (ii) arises from or is associated with the Standard Policies, Grace Hill Modifications, Customer Modifications, Improvements, Documentation, PolicyPartner Platform, and/or the Grace Hill Confidential Information.

1.11 “**Improvements**” shall include any modifications, improvements, or derivative works made to Customer Policy Content or Grace Hill Content using the PolicyPartner Platform (including made to allow such content to be displayed on the PolicyPartner Platform) in a manner that transforms the Customer Policy Content or the Grace Hill Content into a form needed for use in the PolicyPartner Platform, including that which cannot without modification be readily displayed, executed, rendered, played back, viewed, or used by any third party platform, or cannot be executed without modification by any third party software.

1.12 “**Launch Date**” has the meaning ascribed to it in Section 2.5.

1.13 “**Policy**” or “**Policies**” means the Standard Policies, Customer Policies, Grace Hill Modifications, Customer Modifications, and Improvements associated with the Agreement.

1.14 “**PolicyPartner Platform**” or “**PolicyPartner**” means Grace Hill’s proprietary software-as-a-service platform that allows Customer to view and edit any Policies uploaded to the platform and that records certain details associated with the Policies. The term further includes all associated websites, webpages, user interfaces and/or portals made available to Customer or its End Users to access or use the PolicyPartner Platform and further includes all services available via the PolicyPartner Platform (editing tools, etc.).

1.15 “**Software**” means any computer code, computer program, script, subroutine, patch, executable file, machine-readable code, or human-readable source code associated with the PolicyPartner Platform.

1.16 “**Standard Policies**” means those policies, handbooks, manuals, etc. that Grace Hill provides to Customer pursuant to this Agreement, together with all Grace Hill Modifications and Customer Modifications made to the Standard Policies pursuant to this Agreement.

## **II. Policy License**

2.1 Policy License. For all Standard Policies ordered in your Order Form, Grace Hill hereby grants to Customer, and Customer hereby accepts from Grace Hill, a limited, non-exclusive (except Customer Improvements, which are exclusively licensed), non-transferable (except as provided by Section 2.6), non-sublicensable, worldwide, perpetual, revocable (but only as described in Sections 5.1(ii) and 5.2(i)) license for Customer and its End Users to use, display, and create derivative works from (i.e. make Customer Improvements, subject to the limitations herein) the following: (i) the Standard Policies reflected in the Order Form; (ii) the Grace Hill Modifications arising from the Implementation Services reflected in the Order Form; and (iii) the Customer Improvements, all of the foregoing being licensed solely for Customer's internal business purposes and in accordance with the terms of this Agreement (hereinafter, the "***Policy License***"). Derivative works may be created only with Grace Hill's express written consent except when the derivative works are created by Customer's employees and are limited to edits of, or additions to, the Standard Policies, Grace Hill Modifications or Customer Improvements. For clarity, derivative works made by independent contractors or derivative works that transform or substantially alter the form of the Standard Policies, Grace Hill Modifications or Customer Improvements, such as workflows, processes, etc., may be made only with Grace Hill's express written consent). Customer acknowledges that derivative works authorized by this Policy License are to be used solely for Customer's internal business purposes and not sold or otherwise provided to third parties. Customer shall not remove any product identification, copyright, or other notices embedded within the Standard Policies, or derivative works created therefrom.

2.2 Customer Policy Content License Grant. Customer hereby grants to Grace Hill, and Grace Hill hereby accepts from Customer, a limited, non-exclusive, non-sublicensable, worldwide revocable license (hereinafter the "***Customer Policy Content License***") during the Term for Grace Hill to use, display, and create derivative works from (including generating Grace Hill Modifications and Improvements) the Customer Policy Content to allow Grace Hill, its employees and agents, to perform the Services. Grace Hill shall not remove any product identification, copyright, or other notices embedded within Customer Policy Content (unless instructed to do so by Customer) or use the Customer Policy Content for an unlicensed purpose.

2.3 Grace Hill Ownership; Assignment of Rights to Customer Improvements. Grace Hill owns or has the right to license the Standard Policies, Grace Hill Modifications, Improvements, Customer Improvements, Documentation, and Grace Hill IP, and Customer acknowledges and agrees that the Standard Policies, Grace Hill Modifications, Improvements, Customer Improvements, Documentation, and Grace Hill IP are licensed to Customer and not sold. Customer acknowledges and agrees that Grace Hill and/or its licensors shall retain on an exclusive basis the entire right, title, and interest in and to any and all of the Standard Policies, Grace Hill Modifications, Improvements, Customer Improvements, Documentation, and Grace Hill IP except as licensed herein. Customer hereby irrevocably conveys, transfers, and assigns to Grace Hill all right, title, and interest in and to the Customer Improvements, including all copyrights, rights to make derivative works, and all other rights. Customer represents that Customer is fully able to assign the foregoing rights to the Customer Improvements and that each person who contributed to the Customer Improvements is either an employee of Customer or has executed a valid and enforceable contract assigning all rights to the Customer Improvements to Customer or Customer's designee. Customer, on behalf of itself and all agents associated with the Customer Improvements,

hereby waives all moral rights (rights of paternity, integrity, attribution, disclosure, withdrawal, etc.) with respect to the Customer Improvements.

2.4 No Assignment of Customer Policy Content. Grace Hill does not own the Customer Policy Content, and except for the license set forth herein, in no event shall Grace Hill acquire any right, title, or interest in or to the Customer Policy Content as a result of this Agreement.

2.5 Implementation Services. Within five (5) days of the Effective Date, Grace Hill will provide view only access to the PolicyPartner Platform, which will allow Customer to access the PolicyPartner Platform, but will not allow End Users to access the policies. Implementation Meeting(s) will be arranged between Customer and a representative of Grace Hill to discuss edits to the Standard Policies. Within approximately ninety (90) days of completing the Implementation meeting(s), the Policies, including the result of the Implementation Services, are typically available to all End Users (the “*Launch Date*”). The actual timing of the Launch Date may vary dependent upon the Customer’s availability and level of participation. Delays in providing Customer Policy Content needed for the Implementation Services may cause delays in implementation meeting(s) and/or Launch Dates. Implementation meetings or Launch Dates that need to be rescheduled due to delays in providing Customer Policy Content or a change in Customer's desired launch date may result in a rescheduling fee. Implementation services will terminate either at the a) launch date, or b) six months after the Effective Date, whichever comes first.

2.6 Transferability of Policy License. The Policy License provided in Section 2.1 may be assigned to successor entities or to entities that acquire substantially all of the assets of Customer, provided that Customer’s license (or any future assignee’s license, as applicable) terminates upon such transfer. Customer acknowledges and agrees that any Implementation Services are tailored to Customer only and not to any future assignee of the Perpetual Policy License.

### **III. PolicyPartner Platform License and Limitations**

3.1 PolicyPartner Platform License Grant. If authorized by the Order Form, Grace Hill hereby grants to Customer, and Customer hereby accepts from Grace Hill a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, worldwide, revocable license (hereinafter, the “*PolicyPartner Platform License*”) during the Term for Customer and its End Users to access, use, and display the PolicyPartner Platform solely: (i) to view the Standard Policies identified in the Order Form and, if authorized in the Order Form, Customer Policies that are uploaded to the PolicyPartner Platform; and (ii) to make Customer Modifications using the PolicyPartner Platform in accordance with the Agreement.

3.2 Ownership. Grace Hill owns the PolicyPartner Platform (Customer Policy Content excluded), Improvements, Customer Improvements, Documentation, and Grace Hill IP, and Customer acknowledges and agrees that the foregoing are licensed to Customer and not sold. Subject to the terms and conditions of this Agreement, Customer acknowledges and agrees that Grace Hill and/or its licensors shall retain on an exclusive basis the entire right, title, and interest in and to any and all of the PolicyPartner Platform, Improvements, Customer Improvements, Documentation, and Grace Hill IP; provided, however, that except for the license set forth in

Section 2.2, in no event shall Grace Hill or any of its licensees acquire any right, title, or interest in the Customer Policy Content.

3.3 Limitations of PolicyPartner Platform License Grant. Customer acknowledges and agrees that it shall not without the prior written consent of Grace Hill: (i) reproduce, distribute, decompile, or disseminate to third parties, or modify, make derivative works of, reverse engineer, disassemble or decompile to discover the source code of the Software, or exploit the PolicyPartner Platform for any purpose whatsoever; (ii) remove any product identification, copyright, or other notices embedded within the PolicyPartner Platform; (iii) share usernames or passwords with any third party, or permit more than one (1) of its End Users to use a single account, username or password; (iv) sublicense, relicense, provide, lease or lend the PolicyPartner Platform to any third party, or use the PolicyPartner Platform for timesharing or service bureau purposes; (v) copy or download excessive quantities of information or scrape, batch harvest, upload, or in any other way reproduce the information, data, or content of the PolicyPartner Platform for any unauthorized purpose including without limitation aggregating information or performing analytics thereon; (vi) use the PolicyPartner Platform to breach the rights of any third party; or (vii) use the PolicyPartner Platform in connection with any pornographic, defamatory, or obscene product or service, or prurient interest.

3.4 Providing Customer Policy Content and Customer Improvements / Warranty. Customer may post, upload, submit, transmit, or otherwise provide Customer Policy Content and Customer Improvements to the PolicyPartner Platform in any form or medium supported by the PolicyPartner Platform (e.g., text, attachments, documents, images, etc.). Subject to the terms and conditions of the Agreement, Customer hereby grants to Grace Hill an exclusive, non-assignable, non-sublicensable, fully paid-up, royalty-free license to store, make copies of (for reasonably necessary back-up, disaster recovery, and performance troubleshooting and optimization purposes only), modify, display, host, or download the Customer Policy Content for the limited purposes of developing, managing, maintaining, and otherwise making the PolicyPartner Platform (and all associated policies) available to Customer, and for providing data analytics and/or aggregation services (that do not identify Customer or End Users) using the Customer Policy Content. Customer represents and warrants that: (i) it is the original author, owner, or is otherwise authorized to contribute the Customer Policy Content and Customer Improvements to the PolicyPartner Platform; (ii) the Customer Policy Content and Customer Improvements do not violate any rights of any third party, including the intellectual property rights of any third party; and (iii) the Customer Policy Content and Customer Improvements do not contain, and Customer will not otherwise upload, any malicious software to the PolicyPartner Platform. Customer acknowledges and agrees that it is responsible for its own, and that of its affiliates and End User's use, activities, and conduct via the PolicyPartner Platform, and for the consequences of such use, activities, and conduct.

3.5 Integration with Other Platforms. Grace Hill may from time to time (at Grace Hill's sole discretion) permit Customer to access the PolicyPartner Platform and some or all of the Customer Policy Content and/or Grace Hill Content via certain third party software platforms. In the event that Customer accesses the PolicyPartner Platform via a third party software platform or the event that Customer uploads Grace Hill Content to the third party software platform, Customer represents and warrants that Customer has an agreement with such third party software platform

provider that prohibits the third party software platform provider from accessing or using the Grace Hill Content other than for the purpose of providing services to the Customer.

#### **IV. Products and Services**

4.1 Standard Policies. The Standard Policies, as initially provided, have not been customized for Customer's business. Grace Hill uses commercially reasonable efforts to ensure the accuracy of the Standard Policies, as initially provided, including, in some instances, review by legal counsel. The content of the Standard Policies is drafted to be consistent with the federal laws of the United States.

4.2 Policy-Based Services. Grace Hill may, during the Term, provide Customer with access to new Standard Policies and changes to uncustomized Standard Policies, at Grace Hill's sole discretion. In the event that Customer ordered any Implementation Services in the Order Form, Customer agrees to pay the Retainer indicated in the Order Form, which will be included in Customer's Initial Invoice and will apply to the hourly fees for the Implementation Services that Customer ordered. Any travel expenses that Grace Hill incurs for Implementation Services (including meetings) will be charged in addition to the Implementation fees indicated in the Order Form and will be invoiced separately.

4.3 PolicyPartner Platform Services. Grace Hill shall use commercially reasonable efforts to make the PolicyPartner Platform and all related services (if any) available to Customer during the Term. Customer shall be solely responsible for the selection, use and expense of any and all computer equipment, software, telecommunications equipment, internet access, and any other services and equipment used to access the PolicyPartner Platform including without limitation computers, user devices, servers, operating systems, web browsers, etc. (collectively "**Systems and Equipment**"). Grace Hill shall have no liability with respect to Customer's inability to access the PolicyPartner Platform due to Customer's Systems and Equipment. Grace Hill shall use commercially reasonable efforts to address problems or correct errors regarding the PolicyPartner Platform that are brought to Grace Hill's attention, subject to the occurrence of a Force Majeure Event as set forth in the Agreement.

4.4 PolicyPartner Help Desk. Any problems or errors that Customer experiences should be reported to the Grace Hill Help Desk at: support@gracehill.com, or by calling: 866-472-2344.

4.5 Agreed Upon Products and Services. Any products or services requested by Customer that are not specified in the Order Form shall be set forth in a separate written agreement executed by the Parties.

#### **V. Invoicing**

PolicyPartner charges and fees will be invoiced on a monthly basis. Your "**Initial Invoice**" will include charges for any Services already performed by Grace Hill and for the Retainer for any Implementation Services, as indicated on the Order Form. You will be invoiced for onsite meeting and any travel expenses related thereto in the month following the conclusion of such meeting. For hourly services and for the Policy License fees, invoices are provided at the beginning of each

month. When any amount of the Retainer is applied to the hourly services, the invoice will reflect such application of the Retainer.

**VI. Effect of Termination**

In the event this Agreement is terminated, all Schedules, Exhibits and/or attachments hereto shall also terminate, and (i) all license rights granted by Grace Hill hereunder shall also terminate, except that, if Customer has fully paid the all Fees due to Grace Hill throughout the Term, then the Policy License shall continue; and (ii) Customer shall cease accessing and using, and ensure that its End Users cease accessing or using, the PolicyPartner Platform.

By the signature of its authorized agent below, Customer agrees to this PolicyPartner Service Agreement.

Customer Signature: \_\_\_\_\_ Date