

EFFECTIVE AS OF: January 4, 2018

TERMS OF SERVICE FOR VANTEDGE WORK ORDERS

ATTENTION! THE FOLLOWING TERMS AND CONDITIONS (“TERMS OF SERVICE”) WILL BE LEGALLY BINDING ON CLIENT UPON EXECUTION OF THE WORK ORDER. CLIENT SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE EXECUTING THE AGREEMENT.

SECTION HEADINGS AND NUMBERS.

Certain Sections may have been renamed and/or renumbered in this document for convenience only and such renaming and/or renumbering shall not affect the validity, construction or interpretation of the Agreement. References in the Work Order to any Section names or numbers under this document shall be deemed to be a reference to the identified or corresponding provisions in this document to accomplish the reasonable intent and objectives of such provisions to the greatest extent possible under applicable law.

TERMS OF SERVICE.

Client acknowledges and agrees to the following terms of service, which together with the terms of the Work Order entered into between Client and Vantedge, shall govern Vantedge’s provision of services (“Services”) and deliverables (“Deliverables”) as described in the Work Order (the terms of this Terms of Service and the terms of the Work Order are collectively referred to as the “Agreement”). Capitalized terms not otherwise defined in these Terms of Service shall have the meaning given to them in the Agreement.

1. Services and Deliverables. During the Term, Vantedge shall provide to Client the Services and Deliverables described in the Work Order.

2. Term. Unless otherwise terminated as specified elsewhere in this Agreement, the Term of this Agreement shall commence and conclude as stated in the Work Order. Notwithstanding the foregoing, the terms and conditions of this Agreement will continue in effect after expiration of the Term until all obligations under the Work Order are fully performed.

3. Fees and Taxes. Client shall pay Vantedge for the Services and Deliverables pursuant to the terms outlined in the Work Order. Vantedge staff and staff hours have been appropriately budgeted for the Services and Deliverables outlined in the Work Order. Should Client desire to increase the amount or complexity of said Services and Deliverables, then the parties shall mutually decide upon the services and the resulting increase to the Vantedge compensation to cover the increase in necessary staff and/or staff hours. The parties shall execute a change order for any change of Services and/or Deliverables in a Work Order or execute an additional Work Order for any new services.

Vantedge fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes (“Taxes”). Client is responsible for paying all Taxes, excluding only taxes based on Vantedge’s net income. If Vantedge has the legal obligation to pay or collect Taxes for which Client is responsible under this Section, the appropriate amount shall be invoiced to and paid by Client unless Client provides Vantedge with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Notices. Any notice required under this Agreement shall be provided to the other party in writing to the representative addresses listed in the Work Order. If Client has a legal dispute with Vantedge or if Client wishes to provide a notice under the Termination Section, Indemnification Section, or Warranty Section of this Agreement, or if Client becomes subject to insolvency or other similar legal proceedings, then Client will promptly send a copy of the written notice to: Vantedge Group, LLC, 150 Interstate North Parkway, Atlanta, GA 30339, Attention: General Counsel, Legal Department.

Vantedge may rely and act on all information, authorizations and instructions provided to Vantedge from the Client representative(s) listed in an applicable Work Order and/or other representatives that Client authorizes from time to time and notifies Vantedge thereof.

5. Termination for Cause, Expiration. Either party may immediately terminate this Agreement for Cause provided that such party has given the other party written notice of the Cause, identified the nature of the Cause, and the other party has failed to cure the asserted Cause, if curable, within thirty (30) days of receipt of written notice. Such notice by the complaining party shall expressly state all of the reasons for the Cause in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged Cause, if curable. Cause shall be limited to Vantedge's or Client's material breach of this Agreement; if Vantedge or Client shall be or become insolvent, shall call any meeting of creditors or have appointed a receiver or trustee over itself or its assets; or if any petition, proceeding or other action under any bankruptcy laws shall be filed by or instituted against Vantedge or Client; or Client's failure to pay Vantedge's fees as required by this Agreement. If the Agreement is terminated as set forth above, Client will be responsible to pay Vantedge for all work completed as of the effective date of termination including any Client-approved reimbursable expenses incurred to date. If this Agreement is terminated by Client for any reason other than a termination expressly permitted by this Agreement, then Vantedge shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated for Cause as a result of Vantedge's material breach of this Agreement, then Client shall be entitled to a refund of the pro rata portion of any fees paid by Client to Vantedge under this Agreement for the terminated portion of the Services and Deliverables.

6. Confidentiality. (A) For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (i) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (ii) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; (iii) with respect to information and documentation of Client, whether marked "Confidential" or not, consists of Client information and documentation included within any of the following categories: (a) policyholder, payroll account, agent, customer, supplier, or contractor lists; (b) information regarding business plans (strategic and tactical) and operations (including performance); (c) information regarding administrative, financial, or marketing activities; (d) pricing information; (e) personnel information; (f) products and/or services offerings (including specifications and designs); or, (g) processes (e.g., technical, logistical, and engineering); or, (iv) any Confidential Information derived from information of a party.

For the purposes of this Agreement, the term "Affiliates" means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this Agreement, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party, for so long as such control exists.

(B) Notwithstanding the foregoing, the following shall not be Confidential Information: (i) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the receiving party; (ii) information that was rightfully in the receiving party's possession without restriction prior to disclosure; (iii) information that was rightfully disclosed to the receiving party by a third party without restriction; (iv) information that was independently developed by employees and/or contractors of the receiving party who did not have access to and without use of or reference to the disclosing party's Confidential Information; and (v) aggregate data collected or generated by Vantedge or on behalf of Vantedge regarding Vantedge's products and services (for purposes of providing or improving Vantedge's products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other purposes) that does not contain any personally identifiable or Client-specific information.

(C) Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement or as directed by Client. Either party may disclose Confidential Information on a need to know basis to its Affiliates, employees, agents, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Section. Either party may disclose Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation, however each party agrees that the disclosing party will cooperate with the non-disclosing party, at the non-disclosing party's cost, in the event that the non-disclosing party seeks to obtain an ex parte restraining order, preliminary injunction or permanent injunction preventing such disclosure or threatened disclosure.

7. Warranties. Client represents and warrants that if Client delivers any materials to Vantedge for use in connection with the Services and/or Deliverables, then all copyright and third party clearances and permissions shall have been secured by Client for the applicable use of the materials or that Client is the copyright holder.

Vantedge warrants that the Services and Deliverables will conform in all material respects to the requirements listed in the applicable Work Order. Client's sole and exclusive remedy for Vantedge's breach of this warranty shall be that Vantedge shall be required to use commercially reasonable efforts to modify the Services and/or Deliverables, as the case may be, to conform in all material respects to the requirements described in the applicable Work Order and if Vantedge is unable to do such within a reasonable period of time after receipt of notice from Client, then Client shall be entitled to terminate the applicable Work Order and receive a pro-rata refund of the fees paid under the Work Order for the non-conforming Services and Deliverables. Vantedge shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of Vantedge's delivery of the non-conforming Service and/or Deliverable to Client, and such notice must be sent in accordance with the terms of Section 4 (Notices) above. The warranties set forth in this Section are made to and for the benefit of Client only. Such warranties shall only apply if the applicable Services and/or Deliverables have been utilized in accordance with the applicable Work Order, this Agreement and applicable law.

EXCEPT AS OTHERWISE STATED HEREIN OR IN AN APPLICABLE WORK ORDER, VANTEDGE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS OTHERWISE STATED HEREIN OR IN AN APPLICABLE WORK ORDER, THE SERVICES AND DELIVERABLES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. VANTEDGE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CLIENT'S USE OF THE SERVICES AND/OR DELIVERABLES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CLIENT'S PURPOSES.

8. Grant of Rights. (A) Vantedge agrees that, except as provided in Section 8(B) below or as otherwise stated in a Work Order, (i) Client, and not Vantedge, is the sole and exclusive owner of the rights to the fruit, proceeds and work product of the Services (collectively, "Work Product"), including, but not limited to, scripts, artwork, software programs, lay-outs, story boards, slogans, designs, flow-charts, etc.; (ii) the Work Product constitutes "work made for hire" as such term is defined in Section 101 of the U.S. Copyright Act of 1976 (U.S.C. 17 § 101), as amended, such that all copyrights in such Work Product, in any and all media and through all forms of communication or transmission, whether presently known or hereafter developed, are the exclusive property of Client; and (iii) if for any reason such Work Product does not qualify as "work made for hire," Vantedge is deemed to have hereby irrevocably sold, assigned and transferred to Client all such copyrights.

(B) Vantedge shall retain all intellectual property rights in any software systems or tools, processes, frameworks, designs, mechanisms or the like previously developed by Vantedge ("Prior Work") and included in any Deliverables, including without limitation, all corrections, modifications and derivative works to such Prior Work, including those made during the delivery of the Services and/or Deliverables. If any part of the Services or Deliverables is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using Prior Work, and not assigned hereunder, then Vantedge shall grant to Client and its successors a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sub-licensable right and license to exploit and exercise all such Prior Work in support of Client's exercise or exploitation of the Services, Deliverables, other work performed hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

If Vantedge intends to engage any independent contractors or agents to perform any services for Vantedge with respect to Client's account, including, without limitation, preparing photographs, videotape, art work or other materials (the "Agents' Product"), then Vantedge agrees to consult with Client prior to such engagement to discuss the extent of ownership or use rights that Client desires to obtain in the Agents' Product. If Client directs Vantedge to obtain all proprietary, intellectual and other property rights in any Agents' Product, then Vantedge shall negotiate

for and obtain such rights and such Agents' Product shall be considered "work made for hire" (as defined in the Copyright Act, as amended. 17 U.S.C.A. § 101 et seq.), and shall be deemed to be a Work Product hereunder, the exclusive ownership of which, together with all proprietary and other rights thereto, including, without limitation, all rights of copyright, is and shall be solely owned by and exclusively vested in Client. If Vantedge is unable to obtain all the rights requested by Client in any Agents' Product, then Client reserves the right to refuse to authorize the use of such independent contractor or agent for the services. If Client directs Vantedge to only obtain a right to use Agents' Product, then Vantedge shall obtain, in accordance with Client's directions regarding the use of the Agents' Product (such directions may be provided in a Work Order or via email to a Vantedge representative), any and all necessary, customary or appropriate releases, licenses, permits or other authorizations necessary to use the Agents' Product and, if requested, provide Client with a fully executed copy of such documents.

(C) Client's trademarks ("Trademarks") are and shall remain Client's property and Client shall have the right to change the design, artwork, logo and/or other symbols and devices of its Trademarks at any time during the Term of this Agreement. Vantedge is hereby authorized to use Client's Trademarks solely for the purposes of performing the Services under this Agreement or any respective Work Order during the Term; provided, however, that Client shall have the right to approve all such uses in advance. The right to use Client's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Vantedge of Client's Trademarks shall (i) be appropriate and dignified as befits Client's public image, and (ii) inure solely to the benefit of Client.

9. Limitations of Liability. (A) Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 9(B) BELOW.

(B) Limitations on Liability. THE MAXIMUM AGGREGATE LIABILITY OF VANTEDGE AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE FEES ACTUALLY PAID TO VANTEDGE BY CLIENT UNDER THE WORK ORDER GOVERNING THE SERVICES OR DELIVERABLE(S) TO WHICH THE LIABILITY IS RELATED AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO (1) VANTEDGE'S INDEMNITY OBLIGATIONS AS FURTHER DESCRIBED IN THIS AGREEMENT AND (2) VANTEDGE'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY AS FURTHER DESCRIBED IN THIS AGREEMENT.

(C) Acknowledgement. BOTH PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY.

10. Indemnification. (A) Subject to the terms and conditions set forth in this Section 10, Vantedge shall, at its own expense, defend Client from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Services or Deliverables, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets and shall indemnify Client from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim.

Vantedge will have no liability for Claims or Losses to the extent arising from (i) use of the Services and/or Deliverables in violation of this Agreement or applicable law, (ii) use of the Services and/or Deliverables after

Vantedge notifies Client to discontinue use because of an infringement claim, (iii) modifications to the Services and/or Deliverables not made by Vantedge or made by Vantedge based on Client specifications or requirements, (iv) use of the Service and/or Deliverables in combination with any non-Vantedge software, application or service, or (v) services offered by Client or revenue earned by Client for such services.

If a Claim of infringement as set forth above is brought or threatened, Vantedge shall, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Client against such Claim without cost to Client; (b) to modify or replace all or portions of the Service and/or Deliverable(s) as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Work Order and refund to the Client a pro-rata refund of the fees paid for under the Work Order for the infringing portions of the Services and/or Deliverable(s), as the case may be. The rights and remedies granted Client under this Section 10 state Vantedge's entire liability, and Client's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

(B) Subject to the terms and conditions set forth in this Section 10, Client shall, at its own expense, defend Vantedge from and against any and all Claims alleging that any materials provided by Client, or any of Client's trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or violates applicable law, and Client shall indemnify Vantedge from and against liability for any Losses to the extent based upon such Claims.

(C) In the event of a potential indemnity obligation under this Section 10, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section 10 are expressly conditioned upon the indemnified party's compliance with this Section 10(C) except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section 10 but such obligations shall be reduced to the extent of any damages attributable to such failure.

11. Law; Forum. Regardless of the place of execution hereof, this Agreement, all amendments hereto, and any and all issues or controversies arising here from or related hereto, shall be governed by and construed exclusively in accordance with the laws and decisions of the State of Georgia. The parties agree that the U.S. District Court for the Northern District of Georgia, the Superior Court of Cobb County, the State Court of Cobb County, or any other forum in Cobb County shall have personal jurisdiction over the parties and that such courts shall be the exclusive venue with respect to any claims or disputes related to the Agreement.

12. General Provisions. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except that Vantedge may assign without consent to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. There are no third-party beneficiaries to this Agreement. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Vantedge reserves the right to name Client as a client on press releases, Vantedge's website (e.g., <http://www.vantedgegroup.com/>) and other publicity materials, including the use of Client's name and the descriptions of services performed for Client by Vantedge. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any breach under this Agreement should not constitute a waiver of any other breach or future breach. Neither party shall be liable for loss, delay, nonperformance (but excluding payment obligations) to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute (other than those involving Vantedge employees), or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly. If any action is necessary to enforce the provisions of this Agreement, including any claims or demands, or to interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may otherwise be entitled. The Section

headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way. Sections 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of these Terms of Service and the "Section Headings and Numbers" provision of these Terms of Service and Section 5 (Integration) of the Work Order entered into between Client and Vantage shall survive the termination or expiration of this Agreement. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature.