



SOFTWARE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "AGREEMENT") is entered into this ____ day of _____, 20____ (the Execution Date") **BY AND BETWEEN:** TecAssured, LLC with offices located at 110 Polaris Parkway., Suite 100, Westerville, OH 43082 (hereinafter referred to as "VENDOR") and _____, with offices located at _____ (hereinafter referred to as "LICENSEE").

RECITALS:

WHEREAS, VENDOR wishes to grant to LICENSEE, and LICENSEE wishes to receive from the VENDOR, a limited LICENSE to use the TecAssured Software (the "SOFTWARE") and SERVICES furnished by the VENDOR; and

WHEREAS, LICENSEE and VENDOR agree that the VENDOR will provide certain hosting and maintenance services related to the above;

NOW THEREFORE, in consideration of the provisions contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the PARTIES agree as follows:

DEFINITIONS:

AGREEMENT: Means this SOFTWARE LICENSE AGREEMENT.

CONTENT: Means information obtained by VENDOR from third PARTY CONTENT providers and made available to YOU through the SERVICES, or pursuant to Exhibit A.

DOCUMENTATION: Means the system and user DOCUMENTATION for the SOFTWARE provided by VENDOR, as amended or supplemented by VENDOR, in its sole discretion, from time to time.

EXECUTABLE CODE: Means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

INTELLECTUAL PROPERTY RIGHTS: Means any and all now known or hereafter existing: (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, moral rights and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, APPLICATIONS, renewals, extensions, combinations, divisions or reissues of the foregoing.

LICENSE FEES: Means the SOFTWARE LICENSE FEES set forth in Exhibit A.

MALICIOUS CODE: Means code, files, scripts, agents or programs intended to do harm, including but not limited to viruses, worms, time bombs and Trojan horses.

NON-TECASSURED APPLICATION: Means a web-based, mobile, offline or other software process or functionality that is provided by YOU or a third PARTY and inter-operates with a SERVICE, including, for example, an APPLICATION that is developed by or for YOU.

PARTY, PARTIES: Means the VENDOR and LICENSEE.

PURCHASED SERVICES: Means SERVICES that YOU purchase under Exhibit A.

SOFTWARE: Means the TecAssured SOFTWARE, including the executable computer programs and any related printed, electronic and online DOCUMENTATION and any other files that may accompany the product, as well as any modified, updated, or enhanced versions of the SOFTWARE that VENDOR may provide to LICENSEE pursuant to this AGREEMENT.

SERVICE, SERVICES: Means the products and SERVICES that are provided to YOU under Exhibit A or provided to YOU free of charge (as applicable), and made available online by US, as described in the DOCUMENTATION. SERVICES exclude CONTENT and NON-TECASSURED APPLICATIONS.

SUBSCRIPTION: Means the SUBSCRIPTION(s) purchased by the LICENSEE which entitle(s) LICENSEE to access and use the SOFTWARE.

SUBSCRIPTION FEE: Means the monthly FEE(s) as outlined in Exhibit A to be paid by the LICENSEE to the VENDOR to use the SOFTWARE.

USER, USERS: Means, in the case of an individual accepting these terms on his or her own behalf, such individual or, in the case of an individual accepting this AGREEMENT on behalf of a company or other legal entity, an individual who is authorized by YOU to use a SERVICE, for whom YOU have purchased a SUBSCRIPTION (or in the case of any SERVICES provided by US without charge, for whom a SERVICE has been provisioned), and to whom YOU (or,

when applicable, WE at YOUR request) have supplied a USER identification and password (for SERVICES utilizing authentication). USERS may include, for example, YOUR employees, consultants, contractors and agents, with which YOU transact business.

WE, US, OUR: Means TecAssured, LLC.

YOU, YOUR: Means, in the case of an individual accepting this AGREEMENT on his or her own behalf, such individual, or in the case of an individual accepting this AGREEMENT on behalf of a company or other legal entity, the company or other legal entity for which YOU are accepting this AGREEMENT, and affiliates of that company or entity.

UPDATE: Means program logic and DOCUMENTATION changes to correct known defects of the SOFTWARE, or to add features, as applicable.

TECASSURED SOFTWARE LICENSE:

1. Subject to the terms and conditions of this AGREEMENT (including LICENSEE's obligation to pay SOFTWARE Implementation and LICENSE FEES), the VENDOR grants to the LICENSEE a non-exclusive and non-transferable, limited LICENSE (the "LICENSE") to use the SOFTWARE solely to rate, sell and or administer contracts in the United States in accordance with DOCUMENTATION provided by said contracts.
2. Title, copyright, intellectual property rights and distribution rights of the SOFTWARE remain exclusively with the VENDOR. Intellectual property rights include the look and feel of the SOFTWARE. This AGREEMENT constitutes a LICENSE for use only and is not in any way a transfer of ownership rights to the SOFTWARE.
3. This AGREEMENT grants a User LICENSE to the LICENSEE.
4. Subject to the terms and conditions of this AGREEMENT (including LICENSEE's obligation to pay any required SOFTWARE Implementation Fees), the VENDOR will host or provide for the hosting of the SOFTWARE for the LICENSEE.
5. The rights and obligations of this AGREEMENT are personal rights granted to the LICENSEE only. The LICENSEE may not transfer or assign any of the rights or obligations granted under this AGREEMENT to any other person or legal entity. The LICENSEE may not make available the SOFTWARE for use by one or more third PARTIES.
6. The SOFTWARE may not be modified, reverse-engineered, or decompiled in any manner through current or future available technologies.
7. Failure to comply with any of the terms under the LICENSE section will be considered a material breach of this AGREEMENT.
8. Unless required by applicable law or agreed to in writing, SOFTWARE distributed under the LICENSE is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.
9. The LICENSEE is strictly prohibited from utilizing SOFTWARE in a manner which is the same, similar or mimics the "D2C", "Dealer to Consumer" APPLICATIONS the VENDOR offers.

FEES:

LICENSEE will pay the LICENSE FEES for the SOFTWARE, as well as monthly SUBSCRIPTION FEES and any other FEES set forth herein to the VENDOR (together, the "FEES") in accordance with the SOFTWARE LICENSE & SUBSCRIPTION FEES schedule as set forth in Exhibit A. All payments must be made in U.S. dollars. LICENSEE will make all payments of the FEES to the VENDOR free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of the FEES to the VENDOR will be LICENSEE's sole responsibility, and LICENSEE will provide the VENDOR with official receipts issued by the appropriate taxing authority, or such other evidence as the VENDOR may reasonably request, to establish that such taxes have been paid. FEES that are measured, as defined in Exhibit A, shall be invoiced monthly. FEES will be due upon receipt of invoice. The VENDOR reserves the right to charge a late fee of up to 1.5% per month for any portion of the FEES that is not paid when due or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

1. **Subscription Fees and Payment.** The LICENSEE shall pay SUBSCRIPTION FEES to VENDOR for the SUBSCRIPTION(s) as a fixed monthly fee as defined in Exhibit A, payable in advance from the date of purchasing SUBSCRIPTION and each month thereafter.
 - a. The LICENSEE shall provide to VENDOR valid, up-to-date contact and billing details and hereby authorizes VENDOR to bill, by the applicable payment method, for SUBSCRIPTION FEES.
 - b. If VENDOR has not received payment of any element of the SUBSCRIPTION FEE by the due date, and without prejudice to any other rights or remedies, VENDOR may, without liability to the LICENSEE, disable the LICENSEE's passwords, accounts and access to all or part of the SOFTWARE and VENDOR shall be under no obligation to provide any or all of the SOFTWARE while payment is outstanding. The VENDOR reserves the right to charge a late fee of up to 1.5% per month for any portion of the FEES that is not paid when due or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

USE OF SERVICES AND CONTENT:

1. **Subscriptions.** Unless otherwise provided in Exhibit A, (a) PURCHASED SERVICES and access to CONTENT are purchased as SUBSCRIPTIONS, (b) SUBSCRIPTIONS for PURCHASED SERVICES may be added during a SUBSCRIPTION term at the same pricing as the underlying SUBSCRIPTION pricing in Exhibit A, prorated for the portion of that SUBSCRIPTION term remaining at the time the SUBSCRIPTIONS are added, and (c) any added SUBSCRIPTIONS will terminate on the same date as the underlying SUBSCRIPTIONS. Subject to the LICENSEE's payment of the SUBSCRIPTION Fee, VENDOR grants to the LICENSEE the right to use the SOFTWARE.

2. **Usage Restrictions.** YOU will not (a) make any SERVICE or CONTENT available to anyone other than USERS, customers, or potential customers, unless expressly stated otherwise in Exhibit A, (b) sell, resell, license, sub-license, distribute, make available, rent or lease any SERVICE or CONTENT, or include any SERVICE or CONTENT in a SERVICE bureau or outsourcing offering, (c) use a SERVICE or NON-TECASSURED APPLICATION to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a SERVICE or NON-TECASSURED APPLICATION to store or transmit MALICIOUS CODE, (e) interfere with or disrupt the integrity or performance of any SERVICE or third-party data contained therein, (f) attempt to gain unauthorized access to any SERVICE or CONTENT or its related systems or networks, (g) permit direct or indirect access to or use of any SERVICE or CONTENT in a way that circumvents a contractual usage limit, or use of any of OUR SERVICES to access or use any of OUR intellectual property except as permitted under this AGREEMENT, or Exhibit A, (h) modify, copy, or create derivative works based on a SERVICE or any part, feature, function or user interface thereof, (i) copy CONTENT except as permitted herein or in Exhibit A, (j) frame or mirror any part of any SERVICE or CONTENT, other than framing on YOUR own intranets or otherwise for YOUR own internal business purposes or as permitted in Exhibit A, (k) modify, disassemble, reverse-engineer, or decompile a SERVICE, (l) or access it to (1) build a competitive APPLICATION or SERVICE, (2) build an APPLICATION or SERVICE using similar ideas, features, functions or graphics of the SERVICE, (3) copy any ideas, features, functions or graphics of the SERVICE or (4) determine whether the SERVICES are within the scope of any patent. Any use of the SERVICES in breach of this AGREEMENT and Exhibit A, by YOU or Users that in OUR judgment threatens the security, integrity or availability of OUR SERVICES, may result in OUR immediate suspension of the SERVICES, however WE will use commercially reasonable efforts under the circumstances to provide YOU with notice and an opportunity to remedy such violation or threat prior to such suspension.

MAINTENANCE & SUPPORT:

VENDOR agrees to take all commercially reasonably necessary steps to ensure the integrity, security and confidentiality of all remote access connections with LICENSEE, whether for purposes of support, maintenance, diagnosis and/or correction or for any other purpose arising in connection with any SERVICES to be provided with respect to the SOFTWARE under this AGREEMENT.

DISCLAIMER:

THE SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL VENDOR, OR ANY OF THEIR CONTRIBUTORS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF OR INABILITY TO PROPERLY USE THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Without limiting the foregoing, VENDOR makes no warranty that:

- i. the SOFTWARE and SERVICES will meet YOUR requirements.
- ii. the SOFTWARE and SERVICES will be uninterrupted, timely, secure or error-free.
- iii. the results that may be obtained from the use of the SOFTWARE and SERVICES will be effective, accurate or reliable.
- iv. the quality of the SOFTWARE and SERVICES will meet YOUR expectations.
- v. any errors in the SOFTWARE obtained from the VENDOR will be corrected.

DOCUMENTATION made available on the TecAssured.com website:

- i. could include technical or other mistakes, inaccuracies or typographical errors. VENDOR, or contributors, may make changes to the DOCUMENTATION made available on its website.
- ii. may be out of date and VENDOR, or its contributors, make no commitment to update such materials.

LIMITATION OF LIABILITY:

In no event shall VENDOR, its contributors, or employees be liable to you or any third PARTIES for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not VENDOR, or its contributors, have been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of this SOFTWARE.

Use of the SOFTWARE is done at YOUR own discretion and risk and with AGREEMENT that you will be solely responsible for any damage to YOUR computer system or loss of data that results from such activities. No advice or information, whether oral or written, obtained by you from the VENDOR, its website, or its contributors, shall create any warranty for the SOFTWARE.

CONFIDENTIALITY OF AGREEMENT:

Neither PARTY will disclose any terms of this AGREEMENT to anyone other than its affiliates, attorneys, accountants, and other professional advisors except (a) as required by law, including, without limitation, public reporting requirements under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended; (b) as mutually agreed to by the PARTIES. Nothing in this Section shall be interpreted as prohibiting either PARTY from announcing the business relationship between the PARTIES in general.

INDEMNIFICATION:

Each PARTY hereby agrees to indemnify, and hold harmless the other PARTY, and its parent, affiliates, subsidiaries, directors, officers, employees and agents, from and against any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses including, without limitation, reasonable attorneys' fees and court costs (including expert fees), asserted by a third PARTY, arising, directly or indirectly, from or in connection with:

- i. a breach or alleged breach of any representation, warranty, covenant or other obligation set forth in this AGREEMENT by the indemnifying PARTY or any of its Affiliates; or
- ii. negligence, or willful or wanton behavior of the indemnifying PARTY, its Affiliates, or any of their respective officers, directors, employees or agents.

GENERAL:

The SOFTWARE, and all Intellectual Property Rights therein, are the exclusive property of VENDOR. All rights in and to the SOFTWARE not expressly granted to LICENSEE in this AGREEMENT are reserved by VENDOR. Nothing in this AGREEMENT will be deemed to grant, by implication, or otherwise, a LICENSE under any of the VENDOR's or its Affiliates' existing or future patents. LICENSEE will not remove, alter, or obscure any proprietary notices (including copyright notices) of VENDOR on the SOFTWARE or the Documentation.

This AGREEMENT shall be effective on the Execution Date first written above and shall continue in force until terminated by either party giving to the other not less than ninety (90) days prior written notice of such termination.

The LICENSEE shall have no authority to make, alter, modify, waive, or discharge any terms or conditions of any VENDOR Administered PROGRAM or CONTRACT, or any performance thereunder, or to waive any forfeiture, or to incur any liability on behalf of VENDOR or the insurance carrier. VENDOR may examine, during the term of this AGREEMENT and for one (1) year after the expiration of any CONTRACT issued pursuant hereto, at all reasonable times at the office of the LICENSEE, the books, records, cost of parts, labor involved, and any and all such other information of the LICENSEE pertaining to the rendering of COVERED REPAIRS and the PROGRAM hereunder. VENDOR agrees not to use any information so acquired for any purpose other than as contemplated herein.

LICENSEE shall immediately notify VENDOR by mail of any lawsuit, regulatory inquiry, or complaint about the PROGRAM or a CONTRACT.

This AGREEMENT is performable in the State of OHIO and shall be construed in accordance with laws of the State of OHIO.

All notices pertaining to this AGREEMENT must be in writing and transmitted through the United States Postal Service, postage prepaid to the addressee set forth by the respective party.

Any dispute or controversy arising under or in connection with the AGREEMENT shall be settled exclusively by arbitration in Columbus, Ohio, in accordance with the Ohio General Arbitration Act and rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

This AGREEMENT constitutes the entire AGREEMENT between the PARTIES regarding the subject hereof and supersedes all prior AGREEMENTS either oral or written, between LICENSEE and VENDOR, and may not be amended except in writing signed by both PARTIES. The terms on any purchase order or similar document submitted by LICENSEE to VENDOR will have no effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the effective date first written above.

COMPANY (LICENSEE):

Signature _____

Print Name _____

Title _____

TECASSURED, LLC (VENDOR)

Signature _____

Print Name _____

Title _____

EXHIBIT A – SOFTWARE LICENSE & SUBSCRIPTION FEES

Full System License, Installation & Setup Fee \$ _____

- Secure Private Hosted Platform - VS Cloud Server
- One (1) IP Address – Two (2) Domain Names:
Production _____ Sandbox _____
- DNS as needed - SSL/Security
- OS Hosting Server & MySQL DB Server
- Backup Storage Drives - (Local & Remote)
- General Maintenance Testing
- Upgrades - Sys/Reports - Fifty (50) Gig Contract/Data Storage
- General Plan/Rate Testing
- Web Services Portal with standard template and logo

Monthly Subscription Fee \$ _____ per month

- Month-to-month with a required ninety (90) Day Termination notification
- TecAssured Software Suite & Database
- One (1) Managed IP Address - Two (2) Domain Names
- Secure Hosting & Cloud Server
- Fifty (50) Gig Contract/Data Storage (Managed DNS as needed)
- SSL/Security Maintenance and Global Upgrades

Transaction Fee \$ _____ per transaction

LICENSEE shall pay a Transaction Fee for each “completed” transaction. A completed transaction is defined as a contract that was prepared using the SOFTWARE that was then transmitted to LICENSEE, accepted by LICENSEE, and remitted by the dealer/buyer. LICENSEE is not responsible to pay the Transaction Fee for contracts that are voided by the dealer.