

Hum Works LLC
Master Services Agreement
(updated as of January 14, 2021)

This Master Services Agreement (this “**Agreement**”), which includes this agreement, any applicable additional terms and conditions for specific Services ordered, the relevant terms of the Documentation, and any executed Order Forms or SOWs between the Parties, shall govern the provision of the Services. Customer and its Affiliates may place orders under this Agreement by submitting separate Order Forms and SOWs. This Agreement shall commence on the Effective Date of Customer’s first executed Order Form or SOW (“**Effective Date**”) and will continue until otherwise terminated in accordance with Section 11 below.

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

“**Authorized Users**” means Customer’s employees and authorized independent contractors for whom Customer has permitted to use Customer’s subscription to the Services.

“**Control**” means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

“**Customer**” means the customer entity that is party to the applicable Order Form or SOW.

“**Customer Data**” means any data or information that is submitted, stored, posted, displayed, or otherwise transmitted by Customer or Authorized Users to Hum for Customer’s use of the Services.

“**Deliverable**” means any work product, deliverables, programs, interfaces, modifications, configurations, reports or documentation developed or delivered in the performance of Professional Services.

“**Documentation**” means Hum’s user manuals, handbooks and installation guides, if any, relating to the Services made available by Hum to Customer.

“**Hum**” means Hum Works LLC.

“**Hum Property**” means (a) any and all technology and information, methodologies, data, designs, ideas, concepts, know-how, techniques, user-interfaces, templates, documentation, software, hardware, modules, development tools, and other tangible and intangible technical material or information that Hum possesses or owns prior to the commencement of Professional Services or which it develops independent of any activities governed by this Agreement, and any derivatives, modifications or enhancements made to any such property, and (b) any enhancements, modifications or derivatives made by Hum to the Hum Property while performing Professional Services hereunder, and any software, modules, routines or algorithms which are developed by Hum during the term in providing Professional Services to Customer, provided such software, modules, routines or algorithms have general application to work performed by Hum for its other customers and do not include any content that is specific to Customer or which, directly or indirectly, incorporate or disclose Customer’s Confidential Information or Customer Data.

“**Managed Services**” means managed services provided by Hum to Customer as to the Subscription Services, as such managed services are ordered by Customer under Order Forms.

“**Managed Services Term**” means the term of the Managed Services purchased by Customer which shall commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein and any renewals thereto.

“**Member Information**” means any Customer Data that is the personal information of a member of Customer’s association or organization.

“**Order Form**” means any Hum order form or online order, specifying the Services to be provided, that is entered between Hum and Customer from time to time, including any addenda and supplements thereto.

“**Professional Services**” means fee-based migration, implementation, training or consulting services that Hum performs as described in an Order Form or SOW, but excluding Support Services, as defined below.

“**Services**” means the Subscription Services, the Managed Services and the Professional Services Customer purchases pursuant to Order Forms or SOWs.

“**SOW**” or “**Statement of Work**” means a statement of work entered into and executed by the Parties describing Professional Services to be provided by Hum to Customer.

“**SOW Term**” means the term set forth in the applicable SOW for the Professional Services provided therein,

“**Subscription Services**” means the cloud platform made available by Hum to Customer, as ordered by Customer under Order Forms.

“**Subscription Term**” means the term of the Subscription Services purchased by Customer which shall commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein and any renewals thereto.

“**Usage Data**” means the usage data and statistics collected by Hum resulting from the use of the Services by Customer that does not constitute Customer Data.

2. SUBSCRIPTION SERVICES

2.1 Provision of Subscription Services. Hum will make the Subscription Services available and hereby grants a license to access and use to Customer and its Authorized Users pursuant to this Agreement, the Documentation and the relevant Order Form during the Subscription Term, solely for Customer’s internal business purposes. Hum’s Affiliates and contractors may perform certain aspects of the Subscription Services, and access certain aspects of the Subscription Services and Customer Data hosted or provided through the Subscription Services, provided that Hum remain fully liable for same and responsible for ensuring that any of Hum’s obligations under this Agreement performed by its Affiliates and its contractors are carried out in accordance with this Agreement. Customer’s use of the Subscription Services includes the right to access all functionality available in the purchased Subscription Services during the Subscription Term. So long as Hum does not materially degrade the functionality, as described in the Documentation, of the Subscription Services during the applicable Subscription Term, (a) Hum may modify the systems and environment used to provide the Subscription Services to reflect changes in technology, industry practices and patterns of system use, and (b) update the Documentation accordingly. Subsequent updates, upgrades and enhancements to the Subscription Services made generally available to all subscribing customers will be made available to Customer at no additional charge, but the purchase of Subscription Services is not contingent on the delivery of any future functionality or features. Hum may require an additional charge to make new features, functionality or enhancements to the Subscription Services available to subscribing customers.

2.2 Restrictions on Usage. Customer shall not use the Subscription Services or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not, and shall not permit any Authorized User or other party to, (a) reverse engineer, disassemble, or decompile any component of the Subscription Services; (b) rent, lease, lend, sell, sublicense or otherwise distribute any Customer rights under this Agreement (except as expressly

authorized hereunder) or otherwise use the Subscription Services for or to operate a service bureau, application service provider service, or any software-as-a-service offering in any way related to this Agreement; (c) modify, copy or make derivative works based on any part of the Subscription Services or Documentation; (d) use the Subscription Services to build a competitive offering; (e) remove any proprietary notices from the Subscription Services or Documentation; or (f) use the Subscription Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

2.3. Third-Party Code. The Subscription Services may contain or be provided with components which are licensed from third parties ("**Third-Party Code**"), including components subject to the terms and conditions of "open source" software licenses ("**Open Source Software**"). Open Source Software will be identified in a list at www.hum.works/osterms. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

3. PROFESSIONAL SERVICES

3.1 Standard Professional Services. A description of Hum's standard Professional Services offerings, including training and workshops, may be found in the Documentation. Standard Professional Services may be identified on an Order Form without the need for issuance of a SOW.

3.2 Other Professional Services. For any non-standard Professional Services, Hum will provide Customer with Professional Services set forth in the applicable SOW. Each SOW will include, at a minimum, (i) a description of the Professional Services and any Deliverable to be delivered to Customer; (ii) the scope of Professional Services; (iii) the schedule for the provision of such Professional Services; and (iv) the applicable fees and payment terms for such Professional Services, if not specified elsewhere.

3.3 Change Orders. Changes to a SOW or Order Form will require that it be, and shall become effective only when, fully documented in a written change order (each, a "**Change Order**") signed by duly authorized representatives of the Parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule. Change Orders shall be deemed part of, and subject to, this Agreement.

3.4 Designated Contact and Cooperation. Each Party will designate in each SOW an individual who will be the primary point of contact between the Parties for all matters relating to the Professional Services to be performed thereunder. Customer will cooperate with Hum, will provide Hum with accurate and complete information, will provide Hum with such assistance and access as Hum may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the applicable SOW. If applicable, while on Customer premises for Professional Services, Hum personnel shall comply with reasonable Customer rules and regulations regarding safety, conduct and security made known to Hum.

3.5 Deliverables. Excluding any property that constitutes Hum Property, all Deliverables shall be the sole property of Customer upon Customer's payment in full of all associated Professional Services fees. Hum shall execute and, at Customer's written request, require its personnel to execute any documents that may be reasonably necessary or desirable to establish or perfect Customer's rights in the ownership of such Deliverables.

3.6 Hum Property License. To the extent that Hum incorporates any Hum Property into any Deliverables, then Hum hereby grants Customer a limited, royalty-free, non-exclusive, non-transferable, without right to sublicense, license to use such Hum Property as incorporated into the Deliverables solely as necessary for and in conjunction with Customer's

use of the Deliverables and to allow third-parties to exercise these rights on behalf of Customer.

4. MANAGED SERVICES. If the Customer orders Managed Services, such Managed Services shall be provided by Hum subject to this Agreement, including the Hum Works LLC Managed Services Terms and Conditions available at www.hum.works/mstc.

5. SUPPORT.

5.1 Support Services. Subject to Customer's compliance with this Agreement, Hum will provide Authorized Users with reasonable email support (support@hum.com) for use by Authorized Users Monday through Friday, 9am-5pm EST, U.S. holidays excluded, for problem resolution assistance with the Subscription Services, and Hum will use commercially reasonable efforts to respond to all support requests within two (2) business days (the "**Support Services**"). Hum will have no responsibility or liability of any kind, whether for breach of warranty or otherwise, to the extent arising or resulting from: (a) Customer's or Authorized Users' use of any version of the Subscription Services other than the then-current unmodified version provided to Customer; (b) problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by Hum; (c) nonconformities resulting from abuse, negligence, or improper or unauthorized use of all or any part of the Subscription Services; (d) problems or errors caused by Customer's, or other third parties' services or equipment who are not vendors or subcontractors of Hum; or (e) material modification, amendment, revision, or change to the Subscription Services by any party other than Hum or Hum-authorized representatives. Any use of or reliance on data or data output contained in the Subscription Services or Managed Services is Customer's sole responsibility.

5.2 Service Level Commitment. Hum agrees to the service level agreement for Subscription Services available at www.hum.works/sla.

6. DATA SECURITY AND DATA PRIVACY

6.1 Data Security. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing personal data (i.e., any information relating to an identified or identifiable natural person or otherwise defined by law as being personal data) to enable Customer's use of the Services, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Hum has implemented and warrants and represents that it shall maintain appropriate technical and organizational security measures to help ensure a level of security that is appropriate in light of the risks by the processing, in particular risks of accidental or lawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data that is transmitted, stored or otherwise processed through the use of the Services. Customer may choose to log its Customer Data in its sole discretion. Hum will collect and may store Customer Data and Usage Data but will not provide an archiving service.

6.2 Data Privacy. Hum and Customer shall comply with all data protection and privacy laws and regulations and shall provide help and cooperation to the other as is reasonably necessary or requested to comply with these laws and regulations. If the Services involve the processing of personal data of any individuals on behalf of Customer that is subject to the General Data Protection Regulation (EU) 2016/679, the California Consumer Protection Act of 2018, or substantially similar privacy regulations in the future, then both parties agree to be bound by the terms of the Data Processing Addendum available at www.hum.works/dpa.

7. CONFIDENTIALITY.

7.1 Definition. Either Party may disclose or make available to the other Party information about its business affairs, services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in

written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Hum's Confidential Information includes without limitation non-public information regarding features, functionality and performance of the Services. Customer's Confidential Information includes non-public Customer Data.

7.2 Exclusions. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third-party; (d) independently developed by the receiving Party; or (e) required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

7.3 Protection of Confidential Information. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. On the expiration or termination of this Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the termination date of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. Notwithstanding the foregoing, if the receiving Party is required to disclose the disclosing Party's Confidential Information pursuant to a duly authorized subpoena, court order or other government authority, the receiving Party will, to the extent not legally prohibited, provide prompt written notice to the disclosing Party prior to such disclosure so that the disclosing Party may seek a protective order or other appropriate remedy.

8. CUSTOMER RESPONSIBILITIES AND REPRESENTATIONS

8.1 Authorized Use. Customer shall be responsible for compliance with this Agreement by its Authorized Users, use commercially reasonable efforts to prevent unauthorized access to or use of any Services, and notify Hum promptly of any such unauthorized access or use, and use the Services only in accordance with applicable laws and government regulations. Customer is responsible for its legal and regulatory compliance in its use of any Services.

8.2 Customer Data. Customer is solely responsible for the accuracy and content of all Customer Data. Customer represents and warrants to Hum that (a) Customer has and shall maintain all rights as are required to allow Hum to provide the Services to Customer as set forth in this Agreement, including without limitation sufficient rights in the Customer Data to authorize Hum to process, distribute and display the Customer Data as contemplated by this Agreement and the Documentation, (b) the Customer Data and its use hereunder will not violate or infringe the rights of any third-party, and (c) Customer's use of the Services and all Customer Data is at all times compliant with Customer's privacy policies and all applicable local, state, federal and international laws, regulations and conventions.

9. PAYMENT TERMS AND CONDITIONS

9.1 Payment Terms. Customer will pay all fees specified in each Order Form and SOW and any applicable additional fees if Customer exceeds the allotted capacity or other applicable limitations specified in an Order Form. Customer shall pay such fees in accordance with the payment

terms and schedule set forth on the applicable Order Form or SOW. Except as otherwise specified herein or in an Order Form or SOW, (i) fees are payable in U.S. dollars, (ii) fees are based on Services purchased, regardless of usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, (iv) all Services shall be deemed accepted upon delivery, (v) the Subscription Services may not be decreased during the relevant Subscription Term and (vi) the Managed Services may not be decreased during the relevant Managed Services Term. All amounts payable under this Agreement shall be made without setoff or counterclaim, and without any deduction or withholding. Except as otherwise stated in an applicable Order Form or SOW, Customer agrees to pay all invoiced amounts within thirty (30) days of invoice date. If Customer fails to make any payment when due, in addition to all other remedies that may be available: (x) Hum may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (y) Hum may suspend Customer's license and access to the Services for any period during which any payment owed to Hum has not been made by Customer. Hum will not exercise its right to charge interest nor suspend Services if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

9.2 Taxes. Fees for Services exclude all sales, use, excise, and other taxes, as well as applicable export and import fees, customs duties, and similar charges, if any, with respect to the sale, delivery or use of any product or Services covered hereby, except for taxes based on Hum's net income. To the extent Hum is not so obligated, all such taxes are the responsibility of Customer.

10. PROPRIETARY RIGHTS

10.1 Services. Hum retains all right, title and interest, including all intellectual property rights, in and to the Services, Documentation and all associated materials. Other than as expressly set forth in this Agreement, no licenses, subscriptions or other rights in the Services are granted to Customer. Customer will not delete or in any manner alter the copyright, trademark and other proprietary notices of Hum. Customer hereby grants Hum and its affiliates a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Authorized Users relating to the Services.

10.2 Data. As between Customer and Hum, (a) Customer exclusively owns all rights, title and interest in and to all of the Customer Data, including any intellectual property rights therein, and (b) Hum exclusively owns all rights, title and interest in and to all of the Usage Data, including any intellectual property rights therein. Customer hereby grants to Hum a royalty-free, non-exclusive license, with the right to sublicense to its Affiliates, to host, use, process, store, display and transmit Customer Data solely in connection with its provision of the Services to Customer, including without limitation using Member Information to build member profiles for the Services. In addition, Customer hereby grants to Hum a royalty-free, non-exclusive license, with the right to sublicense to its Affiliates, to use the Customer Data in aggregate and anonymous form only for statistical, analytical and other aggregate use.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the Effective Date and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 11.3 hereof or upon the expiration of the latest of (a) the last Subscription Term or renewal thereof, (b) the last Managed Services Term or renewal thereof and (c) the last SOW Term.

11.2 Renewals. Except as otherwise specified in the applicable Order Form, the Subscription Term and the Managed Services Term shall each automatically renew for additional periods of equal duration to the original Subscription Term and Managed Services Term as set forth on the applicable Order Forms until either Party terminates the

Subscription Term or Managed Services Term, as applicable, with at least sixty (60) days prior written notice. Hum may change the pricing applicable to Subscription Services or Managed Services by providing Customer with at least seventy-five (75) days prior written notice of such change. Any discounts offered by Hum to Customer for a Subscription Term or Managed Services Term shall not apply to renewals of such Subscription Term or Managed Service Term unless expressly agreed to by Hum in writing.

11.3 Termination for Breach or Bankruptcy. Except for breach of payment terms for which no notice period shall be necessary, either Party may terminate this Agreement (or at such Party's option, the individual Order Forms or SOWs affected by the applicable breach) for a material breach by the other Party of any of its terms and conditions (a) upon a minimum of thirty (30) days written notice, provided the breach is not remedied during the notice period or (b) automatically if the other Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon termination of an Order Form or SOW for cause by Customer and upon Customer's written request, Hum shall refund, on a pro rata basis, any fees paid thereunder that cover the remainder of the applicable Subscription Term or Managed Services Term, as applicable, after the effective date of termination. Upon termination of an Order Form or SOW for cause by Hum, all amounts owed by Customer thereunder shall become immediately due and payable.

11.4 Effect of Termination. Upon any termination of this Agreement, Customer shall immediately discontinue all use of the Services, Hum shall cease providing all Services, and each Party shall (a) immediately discontinue all use of the other Party's Confidential Information; (b) delete the other Party's Confidential Information from its computer storage or any other media; and (c) return to the other Party or destroy (with written certification), all copies of such other Party's Confidential Information then in its possession. Notwithstanding the above, as to Customer Data, upon request made by Customer within seven (7) days of termination or expiration of the Services, Hum will make Customer Data available to Customer for export or download as provided in the Documentation. At the end of such seven (7) day period, Hum will render inaccessible any Customer Data, except as legally prohibited, but may keep a copy for back-up and archival purposes. Hum has no obligation to retain the Customer Data for Customer purposes after this seven (7) day post-termination period. Termination is not an exclusive remedy and the exercise by either Party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

12. WARRANTY; DISCLAIMER

12.1 Hum Warranties. Hum represents and warrants that Subscription Services will substantially conform to the Documentation. This warranty does not apply if the Services (a) have been altered, except by Hum or its authorized representative; or (b) have not been installed, operated, repaired, or maintained in accordance with instructions supplied by Hum. Hum represents and warrants that Professional Services and Managed Services will be performed in a competent and workmanlike manner consistent with generally accepted industry standards.

12.2 Remedies. For any failure of any Subscription Services, Professional Services or Managed Services, as applicable, to conform to their respective warranties under Section 12.1, as Customer's sole and exclusive remedy, Hum shall use commercially reasonable efforts to repair, replace or, in the case of Professional Services and Managed Services, to re-perform, the affected Services. This remedy is conditioned upon Customer reporting the non-conformance in writing during the Subscription Term. If the foregoing remedies are not commercially practicable, Hum may, in its sole discretion, terminate the applicable Order Form or SOW upon providing Customer with written notice thereof, and, as Customer's sole and exclusive remedy, refund to Customer any Subscription Services or Managed Services fees paid by Customer with respect to the expired portion of the current

Subscription Term or Managed Services Term, as applicable, for the non-conforming Subscription Services or Managed Services, or, if for non-conforming Professional Services, any fees paid by Customer for the portion of Professional Services giving rise to the breach.

12.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND ITS EXHIBITS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE SERVICES AND DOCUMENTATION ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND (B) HUM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. HUM DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES AND DOCUMENTATION WILL BE ACCURATE, WITHOUT INTERRUPTION OR ERROR FREE.

13. INDEMNITY

13.1 By Hum. If any action is instituted by a third-party against Customer based upon a claim that the Services, as delivered without modification and used as specified in all applicable documentation, infringe any third-party's U.S. intellectual property rights, Hum will defend such action at its own expense on Customer's behalf and will pay all damages attributable to such claim which are finally awarded against Customer or paid in settlement.

13.2 Exceptions. Section 13.1 will not apply if the alleged claim arises, in whole or in part, from (a) a use or modification of the Services by Customer in a manner inconsistent with any applicable Documentation, or outside the scope of any right granted or in breach of this Agreement, (b) a combination, operation or use of the Services with other software, hardware or technology not specifically authorized by Hum, (c) use by Customer after notice by Hum to discontinue use of all or a portion of the Services, or (d) Customer's breach of this Agreement (the "*Customer Indemnity Responsibilities*").

13.3 Infringement or Likely Infringement. If the Services are enjoined or, in Hum's determination is likely to be enjoined or otherwise infringing, Hum may, at its option and expense (a) procure for Customer the right to continue using the Services, (b) replace or modify the Services so that it they are no longer infringing but continue to provide comparable functionality, or (c) terminate Customer's access to the Services and refund any amounts previously paid for the Services attributable to the remainder of the then-current Subscription Term. This section sets forth the entire obligation of Hum and Customer's exclusive remedy against Hum for any claim that the Services infringe a third-party's intellectual property right.

13.4 By Customer. If any action is instituted by a third-party against Hum or its affiliates (collectively the "*Hum Indemnitees*") relating to (a) Customer's grossly negligent or willful misconduct, (b) Customer's or Authorized Users' use of the Services or Documentation in a manner not authorized or contemplated by this Agreement, or (c) Customer Indemnity Responsibilities, Customer will defend such action at Customer's own expense on the Hum Indemnitees' behalf and will pay all damages attributable to such claim which are finally awarded against the Hum Indemnitees or paid in settlement of such claim.

13.5 Procedure. Any Party that is seeking to be indemnified under the provision of this Section 13 (an "*Indemnified Party*") must (a) promptly notify the other Party (the "*Indemnifying Party*") of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "*Claim*") and (b) give the Indemnifying Party the sole control over the defense of such Claim.

14. LIMITATION OF LIABILITY

14.1 EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 13 HEREOF, A BREACH OF A PARTY'S CONFIDENTIALITY

OBLIGATIONS AS SET FORTH IN SECTION 7 HEREOF, OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 13 HEREOF, A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN SECTION 7 HEREOF, OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE CUMULATIVE LIABILITY OF EACH PARTY AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES TO THE OTHER PARTY FOR ALL CLAIMS, INCLUDING NEGLIGENCE, ARISING FROM OR RELATING TO THIS AGREEMENT, AND INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO HUM UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

14.3 Essential Basis of the Agreement. The limitations of liability set forth in Sections 14.1 and 14.2 are intended to apply without regard to whether other provisions of this Agreement have been breached or proven ineffective. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

15. INSURANCE

15.1 Coverage. Hum agrees to maintain the following insurance coverages with insurance carriers with an A.M. Best rating of at least A-VII or otherwise reasonably acceptable to Customer:

- (a) Commercial General Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence, including coverage for (i) contractual liability; and (ii) personal injury and property damage; and
- (b) Error & Omissions/Professional Liability insurance, with limits of not less than three million dollars (\$3,000,000).

15.2 Certificate of Insurance. Upon request of Customer, Hum shall furnish to Customer a certificate of insurance evidencing such required insurance coverages. Hum will provide Customer thirty (30) days' notice of insurance cancellation.

16. GENERAL PROVISIONS

16.1 Hum Customer List. With Customer's prior consent, Hum may disclose Customer as a customer of Hum's and use Customer's name and logo on Hum's website and in Hum's promotional material solely for such purpose.

16.2 Hum Right to Subcontract. Customer agrees that Hum may subcontract any aspect of its obligations under this Agreement to qualified third parties; provided that any such subcontracting arrangement will not relieve Hum of any of its obligations hereunder.

16.3 Applicable Law and Venue. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia, without giving effect to such jurisdiction's rules regarding conflicts of laws. The Parties expressly agree that the exclusive jurisdiction for any claim or dispute arising from this Agreement resides in the federal and state courts located in Albemarle County, Virginia, and each Party consent to the personal jurisdiction thereof. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER PARTY.

16.4 Independent Contractors. Customer and Hum acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

16.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original, and electronically stored copies of such counterpart(s) will be deemed an original, so long as any such counterpart is in an unalterable format, such as a PDF file; all of which when taken together will constitute one Agreement.

16.6 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

16.7 Entire Agreement. This Agreement sets forth the entire understanding between the Parties related to its subject matter and supersedes all prior oral and written understandings between the Parties related thereto. Neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement. This Agreement will govern the relationship of the Parties. Purchase orders provided by Customer including any additional or conflicting terms and conditions will be for administrative purposes only and will have no force or effect. Only signed Order Forms and SOWs accepted by Hum will have binding effect on the Parties. In the event of a conflict between these terms and conditions and the Order Forms or SOWs, the terms of the Order Forms and SOWs shall govern.

16.8 Modifications. Hum may modify this Agreement from time to time by giving notice to Customer through Hum's online user interfaces. Unless a shorter period is specified by Hum (e.g. due to changes in the law or exigent circumstances), the modifications become effective upon renewal of Customer's current Subscription Term or Managed Services Term or entry into a new Order Form or SOW. If Hum specifies that the modifications to this Agreement will take effect prior to Customer's next renewal or order, and Customer notifies Hum in writing at legal@hum.works of Customer's objection to the modifications within thirty (30) days after the date of such notice, Hum (at its option and as Customer's exclusive remedy) will either: (i) permit Customer to continue under the existing version of this Agreement until expiration of the then-current Subscription Term or Managed Services Term (after which time the modified Agreement will go into effect) or (ii) allow Customer to terminate this Agreement and receive a refund of the pro rata amount of fees applicable to the remainder of the then-current Subscription Term or Managed Services Term.

16.9 Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions will remain in full force and effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing.

16.10 Export Compliance. The Parties represent that, except as allowed under applicable U.S. Government export laws and regulations, no technical data, hardware, software, technology, or other information furnished under this Agreement by either Party shall be disclosed to any foreign person, firm, or country, including foreign persons employed by

or associated with Customer. Furthermore, both Parties shall not allow any re-export of any technical data, hardware, software, technology, or other information furnished, without first complying with all applicable U.S. Government export laws and regulations. Prior to exporting any technical data, hardware, software, technology, or other information furnished hereunder, and receive the other Party advance written approval. Each Party shall indemnify, defend, and hold the other Party harmless from and against any and all claims, demands, actions, suits, proceedings, losses, damages, penalties, obligations, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from breaches of this provision by the other Party.

16.11 Survival. The following Sections shall survive any termination of this Agreement: 7, 9, 10, 11.5, 12.3, 13, 14 and 16.

16.12 Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with Hum's prior written consent. Hum may transfer and assign any of its rights and obligations under this Agreement without Customer's consent.

16.13 Notice. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, or email; if to Customer, at the addresses set forth on the Order Form; if to Hum at: Hum Works LLC, Attention: Legal, 316 E. Main Street, Suite 300, Charlottesville, VA 22902, or email to legal@hum.works. Notices may be addressed to such other address as the receiving Party may have given by written notice in accordance with this provision.

[END OF MASTER SERVICES AGREEMENT]