

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”), effective as of the date at which both Parties have executed the Agreement (“**Effective Date**”), is by and between Beneration, LLC, a Pennsylvania limited liability company (“**Beneration**”), and [CLIENT LEGAL NAME], a [STATE][ENTITY] (“**Client**”). Each of Beneration and Client is sometimes referred to as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Client sponsors certain employee benefit plan(s) (each, a “**Benefit Plan**” and collectively, the “**Benefit Plans**”) for its eligible employees and their dependents; and

WHEREAS, Beneration has developed and provides certain services, products and software applications to clients in connection with its proprietary VerifiaBill System (“**VerifiaBill**”); and

WHEREAS, Beneration provides other services (including third party products and services) that complement, and are bundled with, the services it offers using the VerifiaBill System; and

WHEREAS, Client desires to engage Beneration to provide the specific services set forth in the Statement of Services (the “**SOS**”); and

WHEREAS, Client designates Sequoia Benefits (“**Broker**”) to have certain rights and privileges contained herein.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and intending to be legally bound hereby, the undersigned hereby agree as follows:

1. Definitions. Terms contained in this Agreement shall have the meanings as subscribed to them herein. In addition, as used in this Agreement, “**Insured Person**” means each of Client’s employees and each person who may be entitled to participate in a Benefit Plan provided by Client to the extent that such employee or person has elected to participate in the Benefit Plan and has been added, either by the Client or Broker, to an appropriate third-party benefits administration system. For billing purposes, Insured Person does not include the dependents of such employees or persons. “**Carrier**” means an insurance carrier that provides insurance to Client and/or Client’s employees and whose insurance product is analyzed or engaged with by Beneration as provided for in this Agreement or an attached SOS.

2. Services: Subject to the terms and conditions of this Agreement, Beneration agrees to provide to Client those specific services, products and software applications as set forth in the SOS attached hereto as Exhibit A (the “**Services**”). In the event of a conflict between the terms of this Agreement and the terms of an SOS, the terms of this Agreement shall control, except as expressly provided for in an SOS. The obligation to provide the Services shall commence on the Effective Date as set forth in any given SOS. The parties may enter into additional Statements of Services from time to time during the Term upon mutual written agreement.

3. Broker Access: Client designates the Broker identified above as its valid representative for the purpose of, at Client’s discretion, to (i) access and view Client Data (defined below), (ii) to run reports, and (iii) take other actions or make other requests as requested by Client. Client represents and warrants that Broker has authority to view VerifiaBill data, which may include Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended from time to time (“**HIPAA**”), or Personally Identifiable Information, as defined in NIST Special Publication 800-79-2 (“**PII**”) to the extent authorized by Client. In the event Client wishes to modify or replace the Broker, Client must provide written notice to Beneration and, upon receipt of such written notice, Beneration will disable access for the then-currently designated Broker and enable access for subsequently designated Broker.

4. VerifiaBill:

- a. Client, including its employees, independent contractors, third-party vendors, Broker, and anyone else granted access to VerifiaBill at Client’s request, acknowledges that by entering into this Agreement, Client is bound by the VerifiaBill Terms and Conditions, which can be found here: <https://beneration.com/terms-of-service> (“**T&C**”).

- b. Subject to the Agreement and the T&C, Beneration will provide Client with access to VerifiaBill, according to the terms herein, to further delivery of the Services.
- c. Any access granted by Beneration to Client or its designee(s) grants Client and/or its designee(s) a limited, non-exclusive, non-transferable personal and revocable license (without further right to sublicense, distribute, transfer or transmit) to access VerifiaBill for Client's business operations in the United States through its designated employees ("Users") solely for the purposes set forth in this Agreement and the T&C. Any license granted by Beneration herein shall terminate immediately upon termination of this Agreement for any reason.
- d. Title to VerifiaBill (and all of its products, services, and software applications, including but not limited to the VerifiaBill website) including all ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith, along with Beneration's modifications, enhancements, derivations and translations to VerifiaBill, shall be the exclusive property of Beneration. Client hereby acknowledges that neither VerifiaBill nor any component of VerifiaBill shall be deemed to be "works made for hire" under the U.S. Copyright Act, 17 U.S.C. § 101 et seq. Client hereby assigns, transfers and conveys any and all rights, title and interests Client may have or accrue in connection with the development or use of VerifiaBill including (without limitation) any and all ownership rights to patents, trademarks, copyrights and trade secrets in connection therewith, and shall at Beneration's request cause Users to make such assignments.
- e. Client grants Beneration a limited, non-exclusive, royalty free right and license to reproduce, copy, modify and otherwise use trademarks, service marks and/or trade names supplied to Beneration to provide the Services.
- f. In addition to being bound by the T&C, Client shall not cause or permit Users to: (i) access VerifiaBill to copy, modify, reproduce, reverse engineer, or decompile, any source code, or otherwise attempt to alter or reproduce VerifiaBill, including but not limited to the removal of any copyright or other proprietary notice; (ii) attempt to circumvent or compromise the security features of VerifiaBill, (iii) introduce any viruses, worms or other disabling code into VerifiaBill or any VerifiaBill-connected systems; or (iv) export the VerifiaBill Systems in violation of any U.S. export law or regulation. In no event shall Client permit third parties or a non-User employee to access VerifiaBill without the prior written authorization of Beneration. Beneration shall have no liability or responsibility for the security of information that Client downloads, prints, screen-captures, or transmits outside of VerifiaBill.
- g. If applicable, VerifiaBill may include issuance to Client of an SSL certificate or other equivalent security certificate to enable secure and encrypted communications between Users and VerifiaBill. Client hereby acknowledges that all such security certificates are provided by third-party certificate authorities. Client is responsible for taking any action, providing information, maintaining, updating, implementing and executing any agreements and documentation required by such third parties, including (without limitation) all fees, costs, and expenses in connection therewith. Beneration shall not be responsible for any errors or omissions of third parties or defects in connection with security certificates.
- h. Client shall designate a principal contact person who shall act as a liaison between Beneration and Client and who shall have sufficient authority to grant or communicate the granting of all necessary approvals for the use of and, as applicable, access to VerifiaBill. Upon the termination of any User's employment with Client, or Client's desire to change or remove access for any User, Client or its authorized designee shall have the responsibility to promptly notify Beneration in writing of such change, at which point Beneration will change or remove such User's administrative privileges with respect to VerifiaBill. Beneration shall have no liability for any damages, claims, losses or liabilities whatsoever that may arise as a result of the Client's failure to timely notify Beneration of a User's termination.

5. Duties of Client

- a. Implementation. As further described in an SOS, Client shall be responsible for providing Beneration with access to the individuals, data, systems, and other applicable items required for Beneration to implement the Services.

Beneration shall not be liable for any delays in implementation, nor shall Client receive any discount, refund, or delay in monthly billing, in the event that Client fails to fulfill its implementation requirements, including but not limited to Client providing Beneration with required accesses on a timely basis.

- b. Client Data. During each month of the Services, Client shall provide to Beneration all of the Carrier data, Client Employee data, and any other applicable data set forth in an SOS (“**Client Data**”) in a format and timeline acceptable to Beneration. Client represents and warrants that it has all right and authority to collect, distribute, disclose and otherwise provide the Client Data to Beneration. Client acknowledges that Beneration will rely upon Client Data in performing its obligations under this Agreement. Beneration is not responsible for the accuracy, integrity, or adequacy of the Client Data and, therefore, Beneration assumes no liability for the Client Data or compliance with law in connection with the use of such Client Data or billing errors resulting from reliance on such data or other information supplied by Client. It is the sole responsibility of Client to verify and ensure that all such information and data is accurate, reliable, and available. Client shall obtain all necessary and appropriate advice from its legal counsel regarding Client’s reporting and other obligations under federal and state law at Client’s own expense.
- c. Client Changes. Client shall provide to Beneration notice and all related documentation related to any expected or actual changes to Benefit Plans (including but not limited to, the addition of new invoices, bill accounts or bill groups), Carriers, rates, and HRIS platforms in a timely manner but in no event later than thirty (30) days prior to the relevant change. In the event that Client fails to timely notify Beneration of such changes as provided herein, Beneration shall have no liability to Client for any consequences resulting therefrom, including but not limited to delayed Beneration reports, incorrectly charged premiums, uncollected Carrier Invoices, denied insurance claims, denied insurance coverage or any other monetary charge. In the event that Client wishes to add additional Beneration Services, Client and Beneration shall execute an updated SOS.
- d. Contact Information. Client shall provide Beneration with the names, phone numbers, and email addresses, along with written notice to Beneration with any changes thereto, for:
 - i. The individual(s) responsible for the receipt and payment of all Beneration invoices
 - ii. A single point of contact for implementation
 - iii. The individual(s) responsible for issue resolution and communication with Carriers and the HRIS provider
 - iv. The individual(s) responsible for Benefit Plan renewals
 - v. In the event that Client is utilizing Beneration’s Carrier Bill Pay service, the individual responsible for managing carrier invoice payments
- e. Self-Bill Compilation Services. If Client has selected the Self-Bill Compilation services as set forth in an SOS, Client acknowledges and agrees that Beneration is relying on data contained in Client’s benefits administration platform, and specifically acknowledges Client’s responsibility for, and indemnifies and holds Beneration harmless from, all mistakes in self-bill invoices as a result of incorrect data in Client’s benefits administration system, including but not limited to incorrect eligibility rules, incorrect premium rates and age bands, incorrect benefit amount or premium rounding rules, or incorrect age reduction rules.
- f. Discrepancy Auditing Services. If Client has not selected the VerifiaBill Discrepancy Auditing services as set forth in the SOS, Client specifically agrees to assume responsibility for, and indemnify and hold Beneration harmless from, all mistakes in Carrier invoices, discrepancy reports, default cancel reports or eligibility clarification issues from each Carrier.

6. Broker Access: Subject to the terms and conditions set forth in an SOS, Client designates the Broker identified in any applicable SOS(s) as its valid representative for the purpose of accessing or viewing Client’s data or Beneration-prepared Client reports, subject to the specific authorization Client provides, along with Beneration’s user access terms and conditions. To the extent applicable, Client represents and warrants that Broker has authority to view Client’s data, which may include Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended from time to time (“**HIPAA**”), or Personally Identifiable Information, as defined in NIST Special Publication 800-79-2 (“**PII**”). In the event Client wishes to change its designated Broker herein, an authorized representative of Client must provide notice to Beneration in writing, which may include the completion of Beneration-designated access control forms. Upon Beneration’s

receipt of applicable notice, Beneration will disable access for the then-currently designated Broker and enable access for subsequently designated Broker.

7. Payments for Services:

- a. Client agrees to pay for the Services in accordance with the pricing list set forth in the SOS, along with any additional charges for custom services, expedited services, failed ACH transfers and additional accounting and administrative services incurred in connection therewith (the “Fees”).

Beneration shall calculate the Fees and submit invoices to Client on a monthly basis, on or about the 15th of each month, for the following month. All payments to Beneration shall be made by ACH transfer from the bank account designated by Client on an ACH Authorization Form provided by Beneration.

Beneration shall automatically withdraw the Fees on the later of (i) the first business day of the month following the month such invoice is sent, or (ii) five (5) business days after such invoice is sent. In the event that Client opts out of automatic withdrawal, which must be done in writing, with an email from an authorized representative of Client to suffice, Client shall be assessed a 3% administrative collection fee.

- b. If Client has elected into Beneration’s Carrier bill pay services set forth in an SOS (“Carrier Bill Pay Services”), payment for Carrier invoices shall be withdrawn through ACH transfer on a monthly basis from such bank account as designated by Client to Beneration. Beneration will subsequently remit payment to Carriers for Carrier invoices. Client acknowledges that to the extent any applicable Carrier allows for a grace period with respect to payment of Carrier Invoices, Beneration may rely on such grace period when remitting payments however Beneration shall not delay payment in a way that results in additional fees or penalties for Client. Beneration may assess additional fees for failed ACH transfers, additional ACH transfers due to late Carrier Invoices, and additional accounting and administrative services incurred in connection therewith. Under no circumstances shall Beneration be liable, monetarily or otherwise, for delays in payment to a Carrier if the delay results from Client’s delay in providing funds for payment or data to Beneration.
- c. To the extent that any ACH withdrawals by Beneration from Client are denied, a late fee may be assessed, as defined in an SOS, and all outstanding amounts payable by Client which remain unpaid for thirty (30) days after the invoice date shall accrue interest at a rate equal to the lesser of 1.5% per month from the due date or the maximum rate permitted by law, until such amounts are paid. Client shall reimburse Beneration for all costs of collecting overdue amounts, including attorney’s fees and court costs and expenses. If Client in good faith disputes any amount in an invoice, Client must provide written notice of such dispute to Beneration within five (5) days after receipt of the invoice. Client and Beneration shall negotiate promptly and in good faith to resolve any dispute.
- d. Client agrees to pay all applicable taxes, including sales, use, value-added, goods and services and all other similar taxes imposed by any federal, state or local governmental entity for items or services provided or resulting from any transaction under this Agreement, excluding taxes based solely on Beneration’s net income or gross receipts, and unless Client provides Beneration with a valid and current tax exemption certificate authorized by the appropriate taxing authority.
- e. The Fees for each renewal term (as described in Section 8(a) below) will be the same as that during the immediately prior term unless Beneration provides Client written notice of a Fee increase at least thirty (30) days before the end of the current term, in which case the pricing increase will be effective upon renewal and thereafter.

8. Confidentiality:

Beneration shall use and disclose information in accordance with this Agreement; provided, however, the Parties specifically recognize and agree that Beneration must access, use and disclose certain PHI or PII in order to render the Services. The Parties also recognize and agree that it may be necessary for a Party to provide information (“Disclosing Party”) that is not personally identifiable health information to the other party (“Recipient”) for the purpose of furthering

the objectives of this Agreement or for any other purpose, whether before or after the Effective Date. With respect to such information, the parties agree as follows:

- a. Definition. "Confidential Information" shall include, but not be limited to, business plans, technical data, specifications, documentation, contracts, pricing or price lists, presentations, know-how, product plans, business methods, data, software (whether in source code or object code), customer lists, customer information, employee/personnel information, market and competitive analysis, databases, formats, methodologies, applications, developments, inventions, processes, designs, drawings, algorithms, formulas, or other information related to engineering, marketing, or finance, whether or not such information is designated as "Confidential Information" at the time of its disclosure and whether the information was provided orally or in writing.
- b. Use of Confidential Information. Recipient: (i) shall hold all Confidential Information of the Disclosing Party in confidence and will use such information only for the purposes of fulfilling Recipient's obligations hereunder and for no other purpose; (ii) shall not disclose, provide, disseminate or otherwise make available any Confidential Information of the Disclosing Party to any third party without the express written permission of the Disclosing Party; and (iii) may not transfer, sell, rent, copy, or allow any third party access to Confidential Information of the Disclosing Party. Recipient shall limit disclosure of the Disclosing Party's Confidential Information within its own organization to its directors, officers, and/or employees having a need to know about such information. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its directors, officers and employees who are permitted access to or use of the Confidential Information.
- c. Standard of Care. The Recipient shall use the highest standard of care for protecting the Confidential Information of the Disclosing Party, and at least in the manner and degree the Recipient uses to prevent the disclosure, publication or dissemination of its own Confidential Information, but in no event less than reasonable care.
- d. Scope. The foregoing obligations shall not apply to: (i) information that is or becomes publicly available through no fault of Recipient; (ii) information that is known by Recipient prior to the time of disclosure hereunder; (iii) information that is lawfully obtained from a third party who has the right to make such disclosure without any duty of confidentiality; or (iv) any disclosure required by applicable law, provided that Recipient shall use reasonable efforts to give advance notice to, and cooperate with, the Disclosing Party in connection with any efforts to prevent such disclosure. PII shall remain "Confidential Information" regardless of the exclusions set forth in this section.
- e. Destruction or Return and Reporting. All Confidential Information supplied shall be, upon termination of this Agreement or upon request at any time, returned to the Disclosing Party or, at Disclosing Party's election, destroyed and duly certified as such to the Disclosing Party. The obligation to return or destroy Confidential Information shall not extend to automatically generated electronic backups created in the ordinary course of the Recipient's business, provided the Recipient makes no other use of the information and retains it subject to the confidentiality obligations of this Agreement. If the Recipient loses or makes any unauthorized disclosure of the Confidential Information, it shall notify the Disclosing Party immediately and take all reasonable steps necessary to retrieve, return and protect the lost or improperly disclosed information.
- f. Ownership. All Confidential Information, and all rights, title and interest thereto, shall at all times remain the property of the Disclosing Party. Nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in the Recipient any right, title, interest, or license in or to the Confidential Information or any inventions, patents, technical data, computer software, or software documentation thereto.
- g. Equitable Remedy. The parties recognize and agree that money damages would not be a sufficient remedy for any breach of this Agreement by either party or any of its representatives and that the non-breaching party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach.
- h. Business Associate Agreement. In the course of providing the Services, Beneration may create, receive, maintain, or transmit data that contains Protected Health Information ("PHI"). In order to protect the privacy and provide for the

security of PHI disclosed by Client to Beneration, or received or created by Beneration, the Parties will execute a Business Associate Agreement (“BAA”) in compliance with HIPAA and the Health Information Technology for Economic and Clinical Health Act (Public Law L1L-005). A copy of the BAA as attached and annexed hereto as Exhibit C.

9. Term and Termination:

- a. Term. The term of this Agreement shall be the later of (i) one (1) year from the Effective Date, and (ii) one (1) year from the effective date of any SOS attached hereto (the “Initial Term”). Upon prior written notice to Client, the term will automatically renew for additional one (1) year periods unless either party gives the other written notice of non-renewal at least thirty (30) days prior to the end of the current term. *Further, either party may terminate this Agreement for convenience upon thirty (30) days written notice to the other party after the first 12 months of the agreement and each party shall be relieved of any future obligations.*
- b. Termination for Breach. Beneration may terminate this Agreement immediately if any ACH withdrawal is denied and/or Beneration has not received payment within twenty-five (25) calendar days of the date on which payment is due. In addition, either party may terminate this Agreement immediately if the other party is in default of their obligations hereunder and such default has not been cured within sixty (60) days of written notice of such default; provided, however, the cure period for a breach of confidential information or a breach of the license to any software as a service is thirty (30) days. The termination of this Agreement shall not affect Client’s liability for any outstanding invoices and accrued fees through the date of termination.
- c. Termination for Bankruptcy and Changes in Law. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (E) is unable or unwilling to modify this Agreement following a change in an applicable statute, rule, regulation or order of a governmental authority that affects the terms of this Agreement (or the parties otherwise cannot agree to modifications hereto).
- d. Upon termination of this Agreement:
 - i. Beneration will terminate all Services and all access to all products, services and software applications including VerifiaBill and the VerifiaBill Webpage. For avoidance of doubt, Beneration will discontinue the processing of all forms, applications, payments, changes, on behalf of Client and Insured Persons and any audit or payment of Carrier Invoices, as applicable, and shall have no liability for doing so.
 - ii. Within five (5) business days of the termination of this Agreement, Client shall pay Beneration the remainder of the Fees owed under the Term. In the event that the Agreement is terminated prior to the end of the then-current Term, any variable Fees owed to Beneration, including, but not limited to, those based on employee counts, shall be based on the average of the three (3) months of service prior to the termination request. This Section 8(d)ii shall survive the termination of this Agreement.
 - iii. Upon request of Client, Beneration may provide reasonable transition assistance in the event of a termination and, in its discretion, may charge a mutually agreed upon hourly rate for such assistance.
 - iv. Client shall have ninety (90) calendar days from the date of termination to request, in writing, a copy of the Client Data, and Beneration shall provide such data to Client within ten (10) business days of receipt of such request in a format determined by Beneration and the payment of applicable fees, if any. Beneration may destroy, erase, or eradicate all Client Data after the ninety (90) day period so as to render it irretrievable.

- e. Insurance Coverage. Beneration shall have no liability whatsoever for termination of any insurance coverage for any reason. Upon termination of this Agreement, Beneration may notify applicable Carriers and third-party administrators that the Agreement has been terminated and to refer the Carriers and third-party administrators to contact Broker and/or Client directly.
- f. Survival. The following sections shall survive termination of this Agreement, along with any section which, by its nature, is designed to survive termination of the Agreement: 4d, 7 (Confidentiality), 9a – 9f (Termination), 10 (Limitation of Liability and Warranties), 11 (Indemnification), 12 (Disclaimers), 13 (Miscellaneous).

10. Limitation of Liability and Warranties:

- a. Limitation of Liability. EXCEPT FOR AND SUBJECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, LOSS OF DATA, LOST REVENUES, LOST SAVINGS OR LOST PROFITS, OR COST OF COVER IN CONNECTION WITH, RELATING TO, OR ARISING OUT, OF THIS AGREEMENT, HOWEVER CAUSED EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS HEREIN SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT. THE FOREGOING LIMITS ON LIABILITY WILL APPLY WHETHER THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THIS AGREEMENT, BENERATION'S TOTAL LIABILITY HEREUNDER FOR ANY REASON OR UNDER ANY LEGAL THEORY WILL BE LIMITED TO DIRECT DAMAGES IN THE AMOUNT EQUAL TO THE TOTAL FEES PAID TO BENERATION BY CLIENT FOR THE APPLICABLE SERVICES IN THE THREE-MONTH (3) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

- b. No Warranty. The software, information, tools, and data provided on and through VerifiaBill are provided "as is" without any warranty of any kind, either express or implied. In particular, Beneration disclaims any implied warranties of merchantability, fitness for a particular purpose and Beneration disclaims any warranty that the Services provided through VerifiaBill will be uninterrupted or error-free and, in particular, Beneration provides no warranties whatsoever that VerifiaBill will be compatible with any (and may be affected by) third party software, network equipment, telecommunications services, internet browsers, or any other equipment or software not provided by Beneration. No advice, opinion or other information obtained through VerifiaBill or from Beneration, orally or in any media, shall create any warranty from Beneration or any guarantee of any particular outcome or result and, therefore, Beneration assumes no liability for results of the Services. Client hereby acknowledges that use of VerifiaBill Webpage shall be at the sole and exclusive risk of client and its Users.
- c. Miscellaneous. No cause of action which accrued more than two (2) years prior to the filing of a suit may be asserted by either party. This Section 8 shall survive the termination of this agreement.

11. Indemnification:

- a. **Client Indemnification Obligations:** Client agrees to defend, indemnify and save Beneration harmless from and against claims, demands, lawsuits and actions costs and expenses (including reasonable attorney's fees) suffered by or asserted against Beneration that may arise, directly or indirectly, from or by (i) Client's breach of this Agreement, including without limitation any violation of a representation or warranty set forth herein; (ii) any Insured Person(s) or employee(s) for loss of benefits under a Benefit Plan or any other claim; (iii) Beneration's compliance with or reliance on, or otherwise resulting from, Client's instructions, orders or other directive and/or (iv) Client's violation of any applicable law, statute, rule, regulation or order of a governmental authority. Any act (or omission) of an

agent, employee, director, officer, consultant or otherwise shall be deemed an act (or omission) of Client as described in this paragraph.

- b. **Benefit Indemnification Obligations:** Beneration agrees to defend, indemnify and save the Client harmless from and against any and all losses, claims, demands, costs and expenses (including reasonable attorney's fees) suffered by or asserted against either of them and that may arise, directly or indirectly, from a breach of this Agreement by Beneration.
- c. The obligations of indemnity hereunder are conditioned on the party seeking indemnification (i) giving the indemnifying party prompt written notice of any claim for which indemnification will be sought, (ii) permitting the indemnifying party to assume exclusively the control of the defense and settlement of such claim, and (iii) providing reasonable assistance and cooperation (at the indemnified party's expense) in the defense and settlement of such claim. The indemnified party may take part in its defense at its own expense after the indemnifying party assumes the control thereof. The indemnifying party shall not settle or compromise any indemnified claim hereunder in a manner that admits fault or liability on the part of the indemnified party, or requires the indemnified party to take or forbear from taking any action, unless with the prior written consent of the indemnified party (such consent not to be unreasonably withheld).
- d. This Section 9 shall survive the termination of this Agreement.

12. Disclaimer of Regulatory Fiduciary and Other Duties:

- a. Client and Beneration agree that Beneration shall have no discretionary authority or discretionary control with respect to any Benefit Plan. Client has engaged Beneration to perform the Services in an administrative, non-discretionary capacity. Client acknowledges that Beneration neither insures nor underwrites any liability of Client under any Benefit Plan. In addition, Beneration does not guarantee the treatment of benefits under any Benefit Plan for federal income tax or for state or local income tax purposes. Client retains the ultimate responsibility for the payment of claims made under any Benefit Plans and for all expenses incident thereto. Client hereby acknowledges and agrees that Client also retains ultimate responsibility for operation of its Benefit Plans, to the extent applicable, in accordance with the provisions of ERISA (if such plan is subject to ERISA), the Code, the Patient Protection and Affordable Care Act ("**PPACA**") and all state, federal and governmental regulations and pronouncements thereunder. Beneration shall have no obligation to ensure that any recommendations made or corrective measures suggested to Client to maintain compliance of any of the Benefit Plans with the Code and/or ERISA and/or any other law or regulation are actually implemented by Client. Beneration shall have no liability in the event that any Benefit Plan and/or any employee and/or any dependent under any Benefit Plan is made subject to any penalty or excise tax under ERISA, the Code, PPACA or any applicable law on account of non-compliance with any applicable law.
- b. Client represents and warrants to Beneration that it is the Plan Administrator of its Benefit Plans within the meaning of ERISA (to the extent the Benefit Plan is subject to ERISA). Client represents and warrants to Beneration that Client maintains all responsibility and obligations with respect to its Benefit Plans, and nothing contained herein shall in any way be construed so as to limit, assign or otherwise transfer such responsibilities and obligations, and that Beneration is being retained solely to perform the services hereunder.
- c. It is agreed by the parties that in undertaking its duties under this Agreement, Beneration is not acting as a fiduciary, employee or agent of Client, but is acting solely in its capacity as an independent contractor with respect to the Client.
- d. Client acknowledges and agrees that: (i) Beneration is not an insurance carrier and is not legal counsel to the Client; (ii) Beneration is not responsible for representations made to Client and/or Insured Persons by any Carrier (or its affiliates) or by any other person or entity; (iii) Beneration is not advising Client or Insured Persons on the selection of Benefit Plans (including, but not limited to, programs covering union employees); (iv) Beneration is not a fiduciary of any Benefit Plan for any purpose under the Employee Retirement Income Security Act ("**ERISA**") and Beneration shall not be responsible for creating, administering or filing any Plan Documents, Summary Plan Descriptions, Annual Reports, under ERISA and/or of the Internal Revenue Service Code of 1986, as amended (the "**Code**"); and (v)

Beneration is not responsible for providing information or advice regarding Client’s reporting and other obligations under federal and state law.

13. Notices:

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effective upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) upon confirmation of receipt, if sent by electronic mail or facsimile, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

Notice to Client will be sent to:

Notice to Beneration will be sent to:

Beneration, LLC
2124 Race Street
Ground Floor
Philadelphia, PA 19103

14. Publicity.

- a. Publicity. In the event that a Party wishes to disclose its work with the other on its website or in other promotional materials, it shall first receive the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

15. Miscellaneous:

- a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (regardless of such state's conflict of laws principles), and without reference to any rules of construction regarding the party responsible for drafting thereof.
- b. Dispute Resolution and Jurisdiction. In the event of a dispute between the parties, each party will negotiate in good faith to attempt to resolve such dispute through a director or other employee with authority to settle the relevant dispute. If such dispute cannot be amicably resolved, each party hereto irrevocably and unconditionally: (i) agrees that any suit, action or other legal proceeding arising out of this agreement may be brought in any court in the geographic area covered by the Eastern District of Pennsylvania; (ii) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waives any objection which such party may have to the laying of venue of any such suit, action or proceeding in any such court.
- c. Waiver. The failure of any party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or a relinquishment of any right granted hereunder for the future performance of any such term, covenant or condition.
- d. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or

the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. any invalid or unenforceable term or provision may be replaced with a term or provision that is valid or enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

- e. Modification; Change in Law. This Agreement may be amended only by an agreement in writing signed by each of the parties hereto. In the event there is any change in an applicable law, statute, rule, regulation or order of a governmental authority that affects the terms of this Agreement, including without limitation the right to use or disclose Client Data (in whole or in part), a party will provide written notice of such change to the other party. Upon receipt of written notice, the parties shall reasonably negotiate modifications to this Agreement to comply with the change in law and if no agreement can be reached within thirty (30) days from the date of notice, either party may terminate this Agreement in accordance with section 7c above.
- f. No Third Party Beneficiaries; Assignment. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing in this Agreement (whether express or implied) shall be construed to give any person or entity other than the parties any legal or equitable claim, right, or remedy hereunder. As such, no Broker, employee, Insured Person or other person may raise any claims or be entitled to any form of relief in connection with this Agreement. Client may not assign this Agreement without the prior written consent of Beneration.
- g. Entire Agreement. This Agreement, along with its attachments, constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous arrangements, understandings, negotiations, and discussions of the parties with respect to the subject matter hereof, whether written or oral; and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.
- h. Non-solicitation. During the term of this Agreement and for a period of one (1) year following the date of termination or non-renewal hereof, Client shall not, directly or indirectly, hire, solicit, or attempt to solicit the services of any current employee of Beneration without the prior written consent of Beneration. In the event Client violates this section, Client shall pay to Beneration, as liquidated damages, an amount equal to two hundred percent (200%) of the solicited person's annual compensation. This covenant against solicitation shall not be construed to prevent "blind" advertisements or mailings that are directed to the public through the use of newspaper, television, radio or the internet.
- i. Execution. This Agreement may be executed by in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
- j. Relationship of the parties. Nothing herein shall be construed as creating a partnership relationship, employment relationship, or agency relationship between or among the parties. Each party acknowledges it has no authority to bind the other party.
- k. Force Majeure. Beneration shall not be liable for any failure to perform its obligations under this Agreement or any failure of VerifiaBill because of circumstances beyond the control of Beneration, which such circumstances shall include (without limitation) natural disaster, pandemic, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, laws, court orders, transportation delays, power failure, computer failure, failure of Client computer system, reasonable downtime for routine maintenance, network problems, Internet Service Provider disruption, telecommunications failure, failure of Users to cooperate with the reasonable requests of Beneration, misuse of VerifiaBill by Users or a third party or Users' breach of their obligations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Master Services Agreement as of the date first written above.

CLIENT:

Name: _____

Title: _____

Date: _____

BENERATION:

Name: _____

Title: _____

Date: _____

EXHIBIT A

STATEMENT OF SERVICES

Client: **[CLIENT LEGAL NAME]**

Effective Date: **[EFFECTIVE DATE]**

1. Services Elections and Pricing:

<p>Client Implementation</p>	<ul style="list-style-type: none"> • Kickoff meeting with key stakeholders • Draft and submit of carrier access letters • Obtain secure access to Client HRIS system • Cost Allocation Report mapping discussions and approval • Collection of 2 months of historical invoices • Develop custom collection, conversion, payment, and reporting timeline • Preparation of full monthly reports on historical data to confirm data mapping and Client approval • Staff training on best practices to get the most from Beneration products and services • Final go-live implementation meeting 	<p><u>Price: Waived for Sequoia Benefits Clients</u></p> <p>Method: One-time payment, due within 10 days of Agreement execution</p>
<p>Beneration Core Service Package</p>	<ul style="list-style-type: none"> • Invoice Consolidation <ul style="list-style-type: none"> ○ Beneration collection of all indicated Client monthly invoices ○ Conversion of invoices to standardized format ○ Consolidated Invoice Summary PDF in portal • Cost Allocation Breakdown <ul style="list-style-type: none"> ○ Beneration breaks down all carrier bills by employee, carrier, benefit type, and cost center ○ Ability to customize reports to reflect business units, departments, GL accounts, and other Client-specific needs ○ Delivery of Cost Allocation Report XLS in portal • Discrepancy Audit <ul style="list-style-type: none"> ○ Beneration compares carrier invoice data to Client HRIS data to identify and report on monthly discrepancies ○ Discrepancies will be identified down to \$0.04 (tolerance can be adjusted by Client) ○ Reports on individual employees, per benefit ○ Delivery of Discrepancy Report XLS in portal • Beneration Portal Access <ul style="list-style-type: none"> ○ 24/7 access to all Beneration reporting ○ Repository of all carrier invoices collected by Beneration for duration of Agreement ○ Auto-notifications when reports are completed 	<p>Price:</p> <ul style="list-style-type: none"> • <u>\$800/month for up to 400 active employees</u> • <u>\$1.95 PEPM for >400 employees</u> • <i>Estimated starting employee count: [EE COUNT]</i> <p>Method:</p> <ul style="list-style-type: none"> • Monthly invoice • Active employee count is pulled from Client HRIS data monthly for accurate billing
<p>Self-Bill Management</p>	<ul style="list-style-type: none"> • Beneration utilizes Client HRIS data to generate self-bills according to carrier-specific formats • Self-bill submitted to carrier via preferred/mandated method (via web portal, email, etc.) 	<p><u>Price: \$200 per self-bill</u> Method: Monthly invoice</p> <p><i>In-Scope Self Bills: [SELF BILL COUNT]</i></p>
<p>Carrier Bill Payment</p>	<ul style="list-style-type: none"> • After carrier invoice collection, Beneration collects total benefit invoiced amount via ACH from Client • Beneration pays individual carriers as invoiced 	<p><u>Price: \$125 per carrier invoice</u> <i>Multiple invoices under a single carrier login will be treated as one invoice</i></p>

		<i>In-Scope Bill Payments:</i> [CARRIER COUNT] Method: Monthly Invoice
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Change Fees:

- Any changes relative to the Initial In-Scope Parameters either during implementation or within one (1) month after the Effective Date will incur a \$500.00 change fee.
- Carrier adjustments: \$150 per carrier change/addition
- HRIS Platform Change: \$750
- Report Change/Customization: \$500

2. Initial In-Scope Parameters

#	Carrier List	Benefit Type(s)	List-Bill Count	Beneration-Created Self-Bill Count	Client-Created Self-Bill Count
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
Total					

HRIS Platform: [PLATFORM]

Client Confirmation of In-Scope Parameters:

Broker Confirmation of In-Scope Parameters:

EXHIBIT B

STATE LAW PROVISIONS ADDENDUM

The provisions of this Exhibit B apply to Clients in the states identified at the following web link. Such provisions are required to be included in Master Services Agreement under applicable state insurance law. The provisions may or may not apply to the relationship between Beneration and Client. As provided in Section 10(c) and 10(d), Beneration is not a fiduciary to any Benefit Plan, and Beneration does not insure benefits, underwrite benefits, enter into agreements with insurers, or adjust, pay or settle claims.

Specific state provisions may be found online at <https://beneration.com/tpatoc20200910v1/>

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT