MASTER SERVICES AGREEMENT

Welcome to EverythingBenefits. Please read the terms and conditions of this agreement (used herein or further referenced as the “Master Services Agreement”, “MSA” or “Terms”) carefully as they are a legally binding agreement between you / your company (“You” or “Your”) and EverythingBenefits (“EverythingBenefits”, “We”, “Our” or “Us”). These Terms govern Your use of the websites, applications, products and services provided by Us (the “Service”) that link to or otherwise reference these Terms.

PLEASE NOTE: By accessing the Service – or executing any Proposal as defined below – You agree to be bound by these Terms.

Your use of the Service is further governed pursuant to any other separately written understandings (paper or electronic) entered into between You and EverythingBenefits relating to the specific products and services accessed or used (each a “Proposal”). The terms in any Proposal are automatically incorporated by reference into these Terms.

A. Use of the Service

By accessing the Service, You acknowledge You are at least 18 years old and are authorized to do so on behalf of Your company. You agree not to use the Service in a way that violates any laws, infringes on anyone’s rights, is offensive, or interferes with the Service or other’s use of the Service. You are solely responsible for maintaining the confidentiality of Your username and password along with any data or other information You may download or otherwise extract from the Service.

If You access the Service through an account assigned to You by an administrator or use the Service in conjunction with third party software Your access could be limited, disabled or terminated, and may be further subject to, and further restricted by, any such application program interfaces (“API”) or other means of electronic data transfer methods to and from Your payroll, human resources or other system(s). If You choose to make any of Your personal information or other content publicly available to others within or through the Service You do so at Your own risk.

B. Service Term, Termination, Audit Rights and Suspension

The initial term of Your use of the applicable Service shall be as set forth in each Proposal (the “Initial Term”). This Initial Term shall be automatically renewed for successive one (1) year renewal terms (each, a “Renewal Term”) unless either party provides notice to the other of its intention not to renew at least sixty (60) days prior to the end of the Initial Term or any applicable Renewal Term. The Initial Term together with any Renewal Term(s) shall

collectively be referred to as the “Term.” After the Initial Term, We reserve the right to increase prices no more than once annually at a rate of four percent (4%) per annum or in accordance with any increase in the U.S. Consumer Price Index (CPI), whichever is greater. We also have the right to audit usage of the Service no more than once quarterly. If Your usage is equal to or greater than 110% of Your contracted per user or usage volume, or in the case an increase in billing has already occurred, Your last recorded per user or usage volume, We may invoice You for all excess usage in the same manner and intervals as specified in any Proposal related to the applicable Service. EverythingBenefits reserves the right to change Subscribers billing terms to annual payment if unpaid balances fall ninety (90) or more days overdue.

Either party has the right to terminate these Terms if the other party materially breaches these Terms and such breach remains uncured for thirty (30) days from written notice. In the event of any termination or expiration of these Terms, Sections C through J shall survive such expiration or termination of these Terms. In the event of any termination or expiration of these Terms, Your obligation to protect Confidential Information (as defined below) and other Intellectual Property (as defined below) of EverythingBenefits and Our obligation to protect Your Confidential Information shall remain in full force and effect. Notwithstanding anything to the contrary in these Terms, We reserve the right to suspend or terminate access and use of the Service, subject to Us providing written notice to You, should We detect Your use of the Service is (i) a source of malware or other computer virus, (ii) presents a security risk for other users of the Service, (iii) otherwise causes noticeable degradation of the Service, or (iv) is otherwise in breach of these Terms or any Proposal. In any such event, both parties will use best efforts to prioritize and resolve any such issues and restore access to the Service in a time is of the essence manner as to mitigate any impact such suspension may impose on You.

C. Ownership of the Service, Marks and Other Intellectual Property

Other than the rights expressly granted to You to use the Service under any applicable Proposal, You agree that nothing contained in these Terms or otherwise grants You any ownership, license and/or other rights in or to the Service or any invention, enhancements, patent, copyright, trademark, or other intellectual property of EverythingBenefits, including any work product You contributed to under these Terms (collectively “Intellectual Property”). All such right, title and interest in and to all Intellectual Property, including such work product, shall (as between the parties) remain with and/or upon creation be owned solely by EverythingBenefits. You will not modify, copy, reverse engineer, decompile, create other works from, or disassemble the Service or any Intellectual Property or Confidential Information of EverythingBenefits. You may not access or otherwise utilize the Service, the Intellectual Property or the Confidential Information of EverythingBenefits in connection with the development of a product or service competitive with the Service, whether

independently or in conjunction with a third party.

You will not provide access to the Service to any third parties other than those acting on behalf of You for the purpose of implementing or supporting the Service, and which are bound by confidentiality provisions no less strict than those contained within these Terms.

The EverythingBenefits' logo, and all other trademarks and service marks used in connection with the Service are trademarks of and owned by EverythingBenefits or EverythingBenefits' licensors. In the event that You provide Us with any comments, suggestions or other feedback with respect to the Service or any component thereof (collectively, "Feedback"), EverythingBenefits and its successors, without any restrictions, have the right but not the obligation, to use such Feedback in any way and any media, throughout the world. We reserve the right to reproduce, use, disclose, sell, resell, license, sublicense, transfer, modify, make available and distribute such Feedback without any obligation or liability to You. As between You and EverythingBenefits, EverythingBenefits shall own anything We or Our service providers develop based on any Feedback, including, without limitation, any modifications or enhancements to the Service. You shall not include any third party intellectual property or content in Feedback.

Unless otherwise stated in writing, We will not openly use Your name, company logo or other marks in Our marketing and sales material without first receiving Your written consent.

D. Confidentiality

Other than Our transmission of Confidential Information to/from third party benefit carriers, brokers, or other third parties in conjunction with providing the Service, both parties will only permit access to Confidential Information to those of its employees, consultants, advisors, investors and other professionals having a need to know and who have signed confidentiality agreements or are otherwise bound by written confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means all non-public materials and information provided or made available by the disclosing party to the receiving party, including personal information, products, services, screen data, know-how, processes, software programs, research, development, pricing and related discounting, financial information, usage data and information regarding third party relationships.

The obligation to protect Confidential Information shall terminate when the receiving party can document that such Confidential Information: (a) was in the public domain at the time it was communicated to the receiving party; (b) entered the public domain subsequent to the

time it was communicated to the receiving party through no fault of the receiving party; (c) was in the receiving party's possession free of any obligation of confidentiality at the time it was communicated to the receiving party; (d) was rightfully communicated to the receiving party free of any obligation of confidentiality subsequent to the time it was communicated to the receiving party; or (e) was developed by employees or agents of the receiving party who had no access to any Confidential Information communicated to the receiving party. Upon expiration or termination of these Terms as further specified in any Proposal, the receiving party, upon request of the disclosing party, shall promptly return to the disclosing party or certify the destruction of all documents, notes, software and other tangible materials, including all sensitive data, and other materials in electronic form representing the Confidential Information, and all copies and derivatives thereof, subject to reasonable limitations specific to data archival outside the control of the receiving party and any data retention requirements imposed on EverythingBenefits as the provider of the Service. In the event of any such expiration or termination, Your obligations to protect Confidential Information and Intellectual Property of EverythingBenefits, and Our obligation to protect Your Confidential Information, will remain in full force and effect.

E. Data Privacy

We will use commercially reasonable efforts, and no less than to the degree We protect Our own data, to maintain security, privacy, and breach notification policies and procedures to ensure the privacy, confidentiality, integrity, and protection of Your data from unauthorized access in connection with the provision of the Service. Your use and that of Your other authorized users of the Service is also subject to the terms of Our Privacy Policy, the then current terms of which are incorporated by reference. For the avoidance of doubt, We reserve the right to use anonymized data for the purpose of improving the Service or as We deem appropriate, in our sole but reasonable discretion, to further Our business so long as such anonymized use does not expose Confidential Information belonging to You, or uniquely identifies You or personally identifiable data of an individual.

F. Disclaimer of Warranties

ALTHOUGH WE WILL USE COMMERCIALLY REASONABLE EFFORTS TO EXERCISE STANDARD PRACTICES TO ENSURE HIPAA COMPLIANCE (TO THE EXTENT APPLICABLE) AND TO CORRECT REPORTED ISSUES WITH THE SERVICE WITHIN GENERALLY INDUSTRY ACCEPTED STANDARDS, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. NO ORAL OR WRITTEN ADVICE OR CONSULTATION GIVEN BY US, OUR AGENTS, OR EMPLOYEES WILL IN ANY WAY GIVE RISE TO A REPRESENTATION AND/OR WARRANTY. WE ARE A TECHNOLOGY PLATFORM PROVIDER AND MAKE NO REPRESENTATIONS AND/OR WARRANTIES WITH RESPECT TO, AND HAVE NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH,

THE OPERATION, PERFORMANCE OR SUITABILITY OF, ANY THIRD PARTY BENEFIT OR INSURANCE PRODUCT OR SERVICE AVAILABLE FOR ENROLLMENT, REGISTRATION, USE OR CONNECTION THROUGH THE SERVICE. WE ARE NOT RESPONSIBLE FOR ACCURACY OF THE DATA COMMUNICATED. YOU FURTHER RECOGNIZE THAT IN THE DELIVERY OF THE SERVICE WE MAY WORK WITH THIRD PARTY PROVIDERS AND CANNOT BE AND ARE NOT LIABLE FOR ISSUES, ACTIONS AND/OR OMISSIONS ON THEIR PART. SOME JURISDICTIONS PROVIDE FOR CERTAIN REPRESENTATIONS AND/OR WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE AND DISCLAIM ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES, INCLUDING STATUTORY REPRESENTATIONS AND WARRANTIES AND IMPLIED REPRESENTATIONS AND WARRANTIES INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT.

G. Limited Liability

EVERYTHINGBENEFITS AND ITS AFFILIATES, CONTRACTORS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, ADVISORS, EMPLOYEES, AGENTS AND LICENSORS SHALL NOT BE LIABLE FOR LOSS OF USE, LOST PROFIT, LOSS OF REVENUE, COST TO COVER, BUSINESS INTERRUPTION, GOODWILL, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EVERYTHINGBENEFITS' AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE EXCEED THE AMOUNT YOU ACTUALLY PAID US IN CONNECTION WITH SUCH USE FOR THE 12 MONTHS PRIOR TO ANY SUCH CLAIM ARISING. FOR THE AVOIDANCE OF DOUBT, THE PRIOR SENTENCE IS YOUR SOLE AND EXCLUSIVE REMEDY AND YOU HEREBY WAIVE ANY OTHER DIRECT AND/OR INDIRECT REMEDY WHETHER AT LAW OR IN EQUITY.

H. Notices

You agree to receive communications relating to Your use of the Service electronically. We may communicate with You by email or by posting notices within the Service. You agree that all agreements, notices, disclosures and other communications that are provided to You electronically satisfy any legal requirement that such communications be

in writing. All notices intended for receipt by You will be deemed delivered and effective when sent to the email address You provide within the Service. By creating an account, submitting information or otherwise providing Us with Your email address, postal address or phone number, You are agreeing that We or Our agents may contact You at that address or number in a manner consistent with our Privacy Policy.

I. Indemnification

We agree to indemnify, defend and hold You harmless from and against any third party claims, actions, proceedings, loss, expenses or damages, including reasonable attorney's fees, (collectively, "Damages") arising out of or otherwise incurred by You as a result of the Service infringing on any third party intellectual property rights. We will not indemnify You in the event the alleged or actual infringement arises from (a) Your use of the Service in combination with products, services, content, information or data not furnished by Us, (b) Your modification of the Service, or (c) Your use of the Service outside the scope of or otherwise in breach of these Terms. In the event that Your use of the Service becomes, or we determine the Service is likely to become, subject to such an infringement action, We may (i) procure for You the right to continue using the Service; (ii) replace or modify the Service so that it performs substantially equivalent functions without infringement; or (iii) if the above options are not reasonably available to Us, We may terminate these Terms and We will refund You pro-rated recurring fees based on the length of the Term remaining for the applicable Service. THIS PARAGRAPH IS SUBJECT TO SECTION G AND IS THE ENTIRE OBLIGATION OF EVERYTHINGBENEFITS AND ITS SUPPLIERS TO YOU REGARDING ANY CLAIM OF INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY OTHER INTELLECTUAL PROPERTY RIGHTS. You acknowledge and agree that You are solely responsible for Your own use of the Service. Accordingly, You agree to indemnify, defend and hold harmless EverythingBenefits from and against any Damages arising out of or otherwise incurred by Us as a result of Your or Your authorized users' breach of these Terms. Each indemnified party hereunder shall provide the indemnifying party prompt notice of any applicable claim and shall reasonably cooperate in the defense upon request, at the indemnifying party's expense.

J. Limited Non-Fee Based Services

You agree that in Our sole discretion You may be permitted a no-fee access to a certain version of the Employee Self Service Solution within Our proprietary software for Your use consistent with the terms and conditions of this Agreement. Such no-fee access shall hereinafter be referred to by the product name, "Butterfly LITE." You understand that only Employers with under 150 enrolled employees on the effective date of this Agreement are eligible for Butterfly LITE. You further agree that by using Butterfly LITE, You will be bound by the terms and conditions of this Agreement. You understand that should You request

any additional services or solutions outside of Butterfly LITE, additional fees will apply. Additionally, We reserve the right to charge a fee for the use of Butterfly LITE upon sixty (60) days notice, at which time You will be required to either consent to the charged-services or discontinue use of the Butterfly LITE service. For the avoidance of doubt, Butterfly LITE is offered to those eligible Employers in Our sole discretion, without a fee, but for other good and valuable consideration which You hereby acknowledge including, but not limited to, the exchange of goodwill and your agreement that We are not liable in connection with any dispute arising from the use of Butterfly LITE to the fullest extent permitted by law.

K. Implementation

You acknowledge that We will begin implementing your services following the effective date of this Agreement and upon receipt of all requested information from You and/or the Carrier, as applicable, which shall be provided to Us in a diligent and time is of the essence manner. The implementation shall occur for a period not to exceed one hundred (100) days, commencing from the date that all requested information is received (hereinafter "the Implementation Period") and shall include the work detailed in Your "kick-off" call (hereinafter "the Scope of Work"). Any implementation work required beyond one hundred (100) days will incur additional fees.

Following the Implementation Period, You will be provided with five (5) days to advise Us of any errors or inaccuracies, within the Scope of Work, requiring correction. You understand that any work requested for the first time during the Implementation Period or product testing shall be considered outside of the Scope of Work and shall incur additional fees. For the avoidance of doubt, permitted changes shall be limited to those configurations and functionalities which are available to all customers as part of the solution, and shall not include any custom configurations and functionalities which would require further development unless We otherwise agree in writing.

You agree to pay all applicable fees associated with the services or solutions that you have ordered within seven (7) days following the effective date of this Agreement or the commencement of any renewal term, unless a different payment schedule is set forth in the Order form. You agree that any and all such fees will be non-refundable upon payment.

Note, you may seek to change from one platform provider to another during the effective period of your contract, but we cannot guarantee that all products and functionalities are transferable from one platform provider to another and you will be responsible for payment of your contracted solutions even if non-transferrable. You are therefore encouraged to

notify us before changing your platform provider and we reserve the right to charge additional fees to support any transfer between and among platform providers.

L. National Automated Clearing House (Nacha) Agreement

You agree not to provide Us with any payroll information or entries which violate the laws or regulations of the United States or of any state or jurisdiction in which You do business. You agree to be in compliance with all National Automated Clearing House Association (Nacha) Operating Rules and Guidelines and to notify Us in advance if any transactions would be considered International ACH Transactions ("IATs"). Our policy is not to process IATs. You agree to indemnify Us against any loss experienced by Us due to Your noncompliance with Nacha Operating Rules and Guidelines. EverythingBenefits and its Originating Depository Financial Institution maintain the right to audit compliance with this Agreement and to terminate this Agreement for noncompliance with the Nacha Operating Rules and Guidelines.

M. Miscellaneous Provisions

We may modify or change these Terms or the Service at any time, for any reason, with or without notice, so long as such modification or change does not materially impact Your rights under these Terms or Your ability to use the Service as further described in any Proposal. By continuing to use the Service after these Terms or the Service have changed, You indicate Your acceptance. If You do not comply with the Terms, and We do not take action right away this does not mean We are giving up any rights that we may have in the future. You agree to pay any and all applicable use taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from using the Service.

From time-to-time, You may access products or services as part of the Service that are subject to additional terms that are referenced in the applicable Proposal, supplemental agreement and/or directly within the applicable website(s)/application(s). Such additional terms are incorporated into these Terms by reference. In the event of any conflict between such product or service specific terms and these Terms, the specific terms shall govern solely with respect to the applicable products or services being accessed as part of the Service.

These Terms are governed by and construed in accordance with the laws of the state of Delaware, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under these Terms and Your use of the Service resides in the courts located in Union County, New Jersey, and You further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. You further agree and hereby do waive any right to

trial by jury. Both parties hereby agree that a breach of these Terms will cause the other party ("Affected Party") irreparable damage for which recovery of damages would be inadequate, and that the Affected Party shall therefore be entitled to seek timely injunctive relief under these Terms, as well as such further relief as may be granted by a court of competent jurisdiction. If it turns out that a particular provision of these Terms is not enforceable, that will not affect any other provision. You may not assign or transfer any rights or obligations under these Terms without the prior written consent of EverythingBenefits, except in the event of the sale of Your business or all or substantially all of its assets and such assignee (i) expressly assumes in writing all of Your obligations under these Terms and (ii) such assignee provides written notice to Us within 30 days of any such assignment. These Terms, and EverythingBenefits' rights under these Terms, may be assigned by EverythingBenefits without condition. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. You do not have and are not entitled to grant any third party beneficiaries rights to third parties.