

PATHWAY TERMS AND CONDITIONS

The Pathway terms and conditions in combination with the sign up process (hereafter "Purchase Order" or "PO") on the Platform (as defined below) collectively form the contract between the parties (hereafter the "Agreement") and is made and entered into by and between Iterro Inc. operating as Pathway ("Pathway") and the undersigned Client(s) (the "Client").

WHEREAS, Pathway wishes to license the use of certain Automated Client Management System Software, including Renewal Automation, Marketing Automation, Staying-N-Touch, Self-Service Kiosk, Self-Service Kiosk widget and/or StormVision (collectively or individually the "Software") as being accessed by individual user or the end-user (the "Authorized Users") through the Pathway platform (the "Platform"), including any updates, modifications, revisions, and third party products or services designed to interoperate with the Software

AND WHEREAS, Client desires to use the Software from Pathway made available through the Platform.

NOW THEREFORE, the undersigned parties (the "Parties") agree as follows:

1. Effective Date.

This Agreement shall be effective the date the Client's account for the Software is created (the "Effective Date") and shall remain in effect until otherwise terminated in accordance with the provisions of the Agreement outlined herein.

2. Intellectual Property and License Grants.

a. Subject to Client's compliance with the terms, conditions and restrictions as set forth in this Agreement, Pathway grants Client, and its limited number of Authorized Users (as defined in the PO) a limited, non-transferable, and non-exclusive license to use those elements of the Software made available for use by Pathway and as identified in the PO as the selected Software (hereafter "Selected Software"), solely in machine-readable form, and solely for Client's business of being an insurance broker, which shall include procuring and/or renewing insurance policies, for the limited use of the Authorized Users.

b. The Client agrees to ensure that all individuals accessing the Software, are employees or contractors, do so under authorized use by the Client, access such within Client's premises or on hardware owned/leased by the Client, and will ensure its Authorized Users compliance with the Authorized Users Terms of Use. The Client shall not provide their access code or password to any third parties and any unauthorized access granted by Client or as a result of the Client's actions are the responsibility of the Client. The Client acknowledges and agrees that the only the number of users as disclosed to Pathway shall be permitted to access the Software. Pathway

reserves the right to audit the Client for their compliance with the terms of this Agreement.

c. Upon full payment of Fees, Pathway grants Client ownership of any extracted reports from the Selected Software, which Company may download, copy, distribute, modify and create derivative works of, subject to Pathway retaining ownership of all underlying Intellectual Property Rights in the reports.

d. Subject to the limited rights expressly granted hereunder, Pathway reserves all rights, title and interest in and to the Platform and the Software, including all related Intellectual Property Rights. No rights are granted to Client hereunder other than as expressly set forth herein. For the purposes of this Agreement, "Intellectual Property Rights" means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content (including performance and synchronization rights), unregistered design, or other intellectual property rights that are in each case protected under the laws of any governmental authority, whether or not registered, and all applications, renewals and extensions of the same.

3. Restrictions on Use.

Except as otherwise expressly permitted under this Agreement, Client is not authorized to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software or any portion thereof; (b) distribute, transfer, sublicense to, or otherwise make available the Software (or any portion thereof) to third parties, including, but not limited to, making the Software available (i) through resellers or other distributors; or (ii) as an application service provider, service bureau, or rental source; (c) create modifications to or derivative works of the Software or the content contained therein; (d) attempt to modify, alter, or circumvent the licence control and protection mechanisms within the Software; (e) use any information or articles including but not limited to, the newsletters outside of the Software, such as use on the Client's own website; or (f) use or transmit the Software in violation of any applicable law, rule or regulation, including any data privacy laws.

4. Licenses by Client.

a. Client grants Pathway and Pathway's affiliates a worldwide, limited-term license to copy, access, transmit and display the electronic data and information submitted by or for Client to the Software or collected and processed by or for Client using the Software ("Client's Data"). Such licence is in order for Pathway to provide the services contracted for hereunder. Pathway acquires no right, title or interest from Client under this Agreement in or to Client's Data.

b. Further, as the Selected Software is provided in the brand of the Client, the Client hereby provides their consent to

PATHWAY TERMS AND CONDITIONS

use and display the logo, name and other branding particulars of the Client on all messages, articles, reminders and campaigns provided by the Selected Software. The Client hereby warrants that the Client has all authority and control over the selected branding elements, including the Client's logo to permit the licensing contemplated herein.

c. Notwithstanding anything in this Agreement to the contrary, Client authorizes Pathway to use Client's Data disclosed through Platform or Software usage or other data collection activities for product development purposes.

5. Delivery.

The Selected Software is delivered electronically, and delivery is deemed effective as soon as the Fees are paid. Notwithstanding the Client gets access to the Platform from the Effective Date

6. Pathway's Obligations.

Pathway shall during the Term of this Agreement :

- a) provide Client with timely support for the Selected Software, during regular business hours, at no additional cost to Client;
- b) employ reasonable efforts to ensure the Selected Software is available for use at minimum 99 percent of the time; and
- c) arrange, to the extent possible, for scheduled maintenance outside regular office hours.

7. Responsibility for Data.

The Client acknowledges that the source data used by Pathway within the Platform, the Renewal Automation, Marketing Automation, Staying-N-Touch, Self-Service Kiosk, Self-Service Kiosk widget and/or StormVision software relies upon the Client providing access to accurate information in relation to their existing, former and/or potential clients. Pathway shall not independently verify, nor shall Pathway be responsible for the dissemination of inaccurate information through the Software, including renewal information, which was not accurate at the source, being the Client's BMS. Client shall at all times be responsible for all information which is sent to the Client's clients which is derived from the Client's information or the Client's BMS, and the Client shall be liable for any losses or damages suffered as a result thereof.

The Client hereby confirms that the Client has obtained any and all consents from any of the Client's clients or potential clients that would allow for the Client to provide the Client's clients' non-public information to Pathway, which may be required or used in the provision of the services offered by the Selected Software. Pathway shall not be responsible for any obligations in regards to non-public information not otherwise agreed to within this Agreement, the Pathway's Privacy and Security Policy and their Terms of Use, which are accessible on Pathway's website, being www.pathwayport.com. By signing this Agreement, the Client confirms that he/she has read and accepts the terms contained within both the Privacy and Security Policy and the Terms of Use. Similarly, Pathway takes

not responsibility for any inaccuracies or failures to report any weather-related event within any alerts or updates as contemplated by the StormVision Software. Although Pathway makes every effort to verify the contents of the newsletter and informational articles contained within the Software, Pathway does not provide any warranty or confirmation about the accuracy of the information, nor should the information be considered to be a replacement of insurance, accounting or legal advice.

8. Fees.

The Client shall be responsible for the fees associated with the Selected Software as outlined within the PO (the "Fees"). Fees are invoiced monthly and due in advance, each month of the Term on the day in which the Client first signed up for the Selected Software, via credit card for the Selected Software active for that month. No rebate shall be provided in the event that a Selected Software is cancelled within a given month of the Term. All fees are subject to applicable taxes which will be added to all monthly charges during the Term.

9. Confidentiality Obligations

For the purposes of this Agreement, "Confidential Information" means any information disclosed, in any format, by one party (the "Disclosing Party") to the other party (the "Receiving Party") relating directly or indirectly to but is not limited to prototypes, trade secrets, intellectual property, information, technical data, research, products, software, services, development, macros, source code, unreleased software, inventions, ideas, processes, designs, drawings, engineering, marketing, markets, customer information, business plans, business policies or practices, forecasts or financial information, team process, design process, part supply, pricing, development process and procedures, disclosed by the Disclosing Party to the Receiving Party under this Agreement which at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Confidential Information shall include, but not be limited to, all materials marked as confidential information. The Confidential Information shall at all times remain the sole property of the Disclosing Party, and shall include any partial, and derivative information, insofar as the same are and remain Confidential Information of the Disclosing Party not generally known or available to the public, through no actions of the Receiving Party.

In regards to this Section 9, "Permitted Parties" means those employees, accountant's and legal advisors of the Receiving Party for whom the confidential Information must be disclosed in the evaluation of the Purpose.

All disclosures of Confidential Information (whether written or oral) by either party shall (a) remain in confidence until the later of i) three (3) years from the date of disclosure, or ii) the expiry of this Agreement, save and except that any trade secrets or

PATHWAY TERMS AND CONDITIONS

information with respect to the Disclosing Party's products and/or research and development which shall remain confidential in perpetuity; (b) be disclosed only to Permitted Parties for whom the Receiving Party has executed written confidentiality agreements with terms similar to or stronger than those contained herein; and (c) be reproduced or used by the Receiving Party only to the extent necessary for the offering or use of the Selected Software. The Receiving Party shall protect the Confidential Information with the same degree of care as it normally exercises to protect its own confidential information of similar nature, but at a minimum with a reasonable degree of care to prevent its unauthorized use, dissemination or publication. The Receiving Party pledges and agrees that it shall keep confidential any and all of the Confidential Information and other such matters arising hereto, and shall not disclose to any other person or persons, corporation, agent or consultant with whom it is or may be associated with, any Confidential Information without the express written permission of authorized officer of the Disclosing Party. The Receiving Party agrees to advise the Disclosing Party immediately in the event of an inadvertent or accidental disclosure of the Confidential Information or in the event of an electronic system breach.

All materials, including Confidential Information disclosed by the Disclosing Party under this Agreement shall remain the property of the Disclosing Party. Each party shall, upon the completion of this Agreement or at the request by the Disclosing Party, return all materials received or obtained under this Agreement, including Confidential Information, and all copies and all documents containing any portion of any Confidential Information, including a deletion of all electronic copies, including any back-up copies. Notwithstanding anything to the contrary contained above, the Confidential Information may be disclosed to the extent that such disclosure is necessary to comply with any law, regulation, or order of court, provided that the Receiving Party shall give the Disclosing Party reasonable advance notice of any such proposed disclosure, and shall use its reasonable best efforts to secure an agreement in writing to be bound by the provisions of this Section 10 from any person obtaining access to the Confidential Information pursuant to this Section. The Receiving Party shall advise the Disclosing Party in writing of the manner of such disclosure. Information shall be deemed not to be confidential if such information is or becomes publicly known through no wrongful act of the Receiving Party, or is already known by the Receiving Party as evidenced by competent proof thereof, or is approved for release by the prior written approval of the Disclosing Party, or is rightfully received by the receiving party from a third party without restriction and without breach of this agreement, or is disclosed by the Disclosing Party to a third party without a similar restriction on the rights of such third party, or is independently developed by the receiving party without the use of the Confidential Information.

10. General Obligations.

- a. The Parties acknowledge and agree to comply with all applicable legal obligations relating to the privacy, security, integrity, and confidentiality of all data and information used by the Software which enables identification of the retail customer(s) ("Customer Information"). The Parties further agree to collect, use and disclose customer information in accordance with the Personal Information Protection and Electronic Documents Act of Canada ("PIPEDA"), and all applicable laws governing the protection of personal information;
- b. Each Party shall, at a minimum, implement and maintain appropriate administrative, technical, and physical safeguards reasonably designed to: (i) ensure against any anticipated threats or hazards to the security or integrity of the Customer Information; and (ii) protect against unauthorized access to or use of the Customer Information; and
- c. Each Party may disclose Customer Information, as required, pursuant to any federal or provincial laws, and/or regulations. These provisions shall apply during the Term and after the termination of this Agreement.

11. Non-solicitation.

Each party agrees that, for a period of eighteen (18) months following ending of this Agreement, it shall not solicit to employ or enter a consulting arrangement with any of the officers, employees, directors or consultants of the other party which whom such party has had contact or were identified to such party in connection with the Software offered hereunder. The term "solicit to employ or enter into a consulting arrangement with" shall not be deemed to include generalized searches by the Client for employees or consultants through media advertisements, employment firms or otherwise, that are not focused on persons employed by or who consult for Pathway.

12. Remedies.

Subject to the terms contained within Section 12 below, both parties acknowledge that compliance with the provisions of this Agreement is necessary to protect their proprietary interests. Each party further acknowledges that any unauthorized use or disclosure to any person or entity in breach of this Agreement will result in irreparable and continuing damage, and that each party shall be authorized and entitled to obtain immediate injunctive relief and any other rights or remedies to which it may be entitled. If either party violates any of the terms contained within this Agreement, it acknowledges that money damages will be an inadequate remedy and that the violated party will be entitled to specific performance or to injunctive relief to prohibit the violating party from continuing to violate this agreement even if no money damages can be proven.

13. Disclaimer.

PATHWAY TERMS AND CONDITIONS

Pathway hereby disclaims all warranties of any kind related to the Software, including without limitation, any warranties of merchantability or fitness for a particular purpose. Pathway makes no representations about the accuracy of the information contained within the newsletters or articles generated by Pathway for use by the Client(s).

14. Limitation of Liability

a. Neither party shall be liable for any of the following losses or damages (whether or not foreseen, direct, indirect, foreseeable, known or otherwise): (i) loss of profits (whether actual or anticipated), (ii) loss of revenue, (iii) loss of contracts, (iv) loss of anticipated savings, (v) loss of business, (vi) loss of opportunity, (vii) loss of goodwill, or (viii) any indirect, special or consequential loss or damage.

b. Pathway's total aggregate liability arising out of or in connection with the performance or contemplated performance under the applicable Schedule A (whether for tort (including negligence), breach of contract, breach of statutory duty or otherwise) shall in no event exceed the price paid or payable by Client to Pathway or its Affiliates under such Schedule A within the 12 month period immediately before the date of the event giving rise to Client's claim.

c. Nothing contained in the Agreement shall exclude or limit either party's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iv) any other matter for which it would be prohibited by applicable law to limit or exclude or attempt to limit or exclude liability. In all such cases a party's liability shall be limited to the greatest extent permitted by applicable law.

d. Access to the Software delivered via online systems is dependent on third parties, such as internet service providers. Pathway will have no liability to Client for any losses Client suffers resulting directly or indirectly from: (i) failures of performance on the part of Pathway's internet service provider; (ii) failure of Client's equipment or those of Client's candidate(s) or third parties; (iii) reasons related to Pathway's provision of scheduled system upgrades or maintenance; (iv) any security breach of Pathway's system unless such breach is shown to be the result of Pathway's negligence; or (v) inability to access the Pathway online system in any one country due exclusively to Pathway's software or hardware for any period not exceeding (a) ten (10) consecutive hours or (b) an aggregate of more than twenty-four (24) hours in any calendar month.

15. Indemnification.

The Client hereby agrees to indemnify and hold Pathway harmless for any losses, damages or claims (including third party claims) which are threatened or incurred by Pathway as a result of any breach of a Client's obligation within this Agreement or for any third party claims of infringement of their Intellectual Property Rights and which are associated with Client's data provided to Pathway or Client's usage of the Selected Software,

or Authorized Users use of the Platform or the Selected Software.

16. Termination.

This Agreement or any individual Selected Software may be terminated:

- a.** By either party on forty-eight (48) hours written notice to the other party; or
- b.** By Pathway immediately due to the non-payment by the Client of any Fees, or by the breach of any provisions of this Agreement by the Client.

Upon Termination for any reason, the Client will cease to have access to any of the information or services offered by the Software. Notwithstanding the termination of this Agreement, terms contained within Sections 2,3, 4, 7, 9, 11, 14 and 15 shall survive the termination of this Agreement.

17. Miscellaneous.

Nothing in this Agreement implies a partnership, joint venture or any other commercial relationship between the parties than the licensing of Selected Software. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein. Each party hereby attorns to the jurisdiction of Ontario. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement of the parties, and supersedes any and all prior understandings, oral or written, with respect to the subject matter hereof. This Agreement is binding upon and for the benefit of the parties, their successors and assigns. Except in the event of a transfer of all or substantially all its assets for which no consent shall be necessary, neither party will assign or otherwise transfer its rights or responsibilities under the Agreement to any third party without the other party's prior written consent. Notwithstanding the above, for the purposes of performing its obligations under the Agreement, Pathway may use its qualified subcontractors, and in such event, Pathway will at all times remain responsible. In the event any provision of this Agreement is deemed to be in violation of any law or regulation, such provision shall be severed from this Agreement to the extent required without impacting any other provisions or the Agreement or resulting in the invalidation of this Agreement as a result thereof.

PATHWAY TERMS AND CONDITIONS

The parties hereby agree that by either signing below if this Agreement is presented in hard copy written form, or electronically through the Pathway Platform, documented by the acceptance of these terms and conditions, via a double click on the presented link that states, "I hereby acknowledge that I have read the enclosed Client Services Agreement and agree to the terms contained therein, this Agreement will be fully constituted as a binding and legally enforceable agreement.