



**Employer Direct Vendor Data Exchange Processing
MASTER SERVICES AGREEMENT**

This Master Services Agreement ("**Agreement**") is entered into and effective as of the Effective Date stated below by and between **Known2U LLC**, a Florida limited liability company, ("**KNOWN2U**") and the customer identified below ("**Customer**" or "**Sponsor**").

Background

Customer acts as an employee benefit plan sponsor (such as an employer, union, government agency, association, insurance agency) that pays certain vendors ("**Vendors**") for coverage, benefits, services or products for individuals associated with Customer ("**Subscribers**"). Examples of Vendors may include insurance providers, wellness program providers, spending and savings account administrators, COBRA administrators, or other employee benefits providers. Example of Subscribers may include employees, union members, and individuals covered under insurance and benefit programs such as health, life and disability.

Each Vendor may have one or more proprietary file specifications which must be used for electronic transaction processing.

KNOWN2U provides cloud-based software as a service for data exchange using its Cloud Data Xchange® ("**CDX**") software application and platform (the "**Software Service**") which receives electronic files from Customer, translates them to the applicable Vendor file specifications, and delivers the translated file to the applicable Vendor.

KNOWN2U also provides ongoing professional services to activate and maintain Customer/Vendor file pair settings including input specifications, output specifications, and account structure, as required for the continuing use of the Software Service.

Customer wishes to use certain of the KNOWN2U offerings.

Agreements

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. Customer hereby orders, and KNOWN2U agrees to provide, the KNOWN2U services specified in Exhibit A ("**Commercial Terms**"), and Customer agrees to pay the fees identified in the Commercial Terms. References to the "**Services**" refers to the services actually ordered pursuant to the Commercial Terms.
2. The parties agree to the General Terms attached here as Exhibit B, and all other terms of this Agreement, including all attachments.
3. Customer and KNOWN2U each represents that it is authorized to enter into this Agreement, and that the undersigned is its duly authorized representative.
4. All signed fax or scanned copies, or electronically signed copies, of this Agreement shall be deemed as valid as originals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered effective as of the date of last signature below (the "**Effective Date**").

KNOWN2U LLC

Harold Kresge, President

Email: buddy.kresge@known2u.com

Address: 105 Jeanette Way,
Jupiter, Florida 33458

Date: 5/28/2024

WEBER COUNTY

Name: James "Jim" Harvey
Title: Commissioner, Chair

Address: 2380 Washington Blvd, Ogden, UT 84401

Date: _____

Attachments:

- Exhibit A: Commercial Terms
- Exhibit B: General Terms
- Exhibit C: Services Specifications

Exhibit D: General Fee Schedule for Employer Direct
Exhibit E: Form of Work Order for Activation of Customer/Vendor File Pair

Exhibit A

Commercial Terms

The following services are hereby ordered and included, subject to the fees and other terms agreed upon herein and elsewhere in the Agreement. In the event of a direct conflict with other parts of the Agreement, this Exhibit A shall govern to the limited extent of such conflict. These Commercial Terms are effective as of the Effective Date of the Agreement.

Software Services

- Includes full access to the Software Service as described in Exhibit C.
- Fees will be in accordance with Exhibit D.
- Monthly Minimum: \$100/file/month (Tier 0). (Minimum does not apply if Customer qualifies for Large Volume Pricing as described in Exhibit D because such pricing is based on Subscriber Transactions rather than per file).
- Tiers will be applied automatically in accordance with Exhibit D.
- Pre-payment Discount will be applied in accordance with Exhibit D upon Customer request if Customer qualifies for Large Volume Pricing.

Implementation Services

Customer subscribes for KNOWN2U to perform the implementation tasks allocated to Known2U below. Customer shall be responsible for the tasks allocated to it below:

Implementation Task	Customer is Responsible	Known2U is Responsible
Configure, schedule, run and maintain all data extracts that will pull data from Customer's system, and send extracted data to Software Service.	X	
Coordinate and resolve data issues from Vendor testing (e.g. update for missing data, resolve discrepancies between Customer and Vendor systems).	X	
Communicate with Vendor (e.g. carrier)		X
Assist Customer with setting up FTP accounts at the Vendor		X
Obtain account structure from Vendor		X
Determine the "logic"/requirements needed to determine the account structure values and document		X
Implement the account structure within the Software Service		X
Implement and test the connectivity between the Software Service and the Vendor		X

Fees for Implementation Services – **Included w/o charge.**

KNOWN2U implementation activities for each Customer/Vendor file pair shall commence only upon submission by Customer, and acceptance by KNOWN2U of a Work Order in the form attached as Exhibit E to the Agreement, with all required information.

Training Services

- *Dashboard Training*. **Included w/o charge**, as described in Exhibit C.

Exhibit B
General Terms

1. **Definitions.** Capitalized terms shall have the meanings provided herein.

2. **Services.**

2.1 **Software Service.** The “Software Service” shall mean KNOWN2U’s CDX platform, made available on a software as a service basis, as more fully described in Exhibit C. KNOWN2U shall provide the Software Service to Users (as defined below), subject to Customer payment of the applicable fees and the other terms of this Agreement.

2.2 **Users.** “Users” means Customer’s employees, consultants, contractors or agents who are properly authorized by Customer to use the Software Service on its behalf and have been supplied user identifications and passwords by Customer (or by KNOWN2U at Customer’s request). If Customer is a “wholesaler” (e.g. a benefits administrator or other entity that services employers or other sponsors), then “Users” also include individual employees of Customer’s clients where the individual employee has been properly added to the Software Service by Customer. Customer may add additional Users at any time. Users shall not include Restricted Parties (as defined below).

2.3 **Training Services.** Training services are described in Exhibit C. To the extent subscribed for in Exhibit A, KNOWN2U will provide the Training Services subject to Customer payment of the applicable fees and the terms of this Agreement.

2.4 **Implementation Services.** Implementation Services are described in Exhibit C. To the extent subscribed for in Exhibit A, KNOWN2U will provide Customer with Implementation Services subject to Customer payment of the applicable fees and the terms of this Agreement.

2.5 **Maintenance and Updates.** During the Term, and at no additional charge, Customer will automatically receive updates in the subscribed for Software Service. Updates shall not adversely affect the Software Services’ performance. Updates do not include premium features or functionality that would be available only with an upgrade.

3. **Consulting Services.** Consulting services to enhance the KNOWN2U offerings for specific requirements of Customer may be provided pursuant to separate agreements, not hereunder.

4. **Fees & Payment.**

4.1 **Monthly Fees.** Customer shall pay to KNOWN2U the fees in accordance with Exhibit A (Commercial Terms) and Exhibit D (General Fee Schedule).

4.2 **Invoicing & Payment.** Unless otherwise indicated in Exhibit A, fees will be invoiced monthly in arrears of utilizing the Services. All invoices are due net 30 days from the invoice date.

4.3 **Overdue Payments.** Any payment not received from Customer by the due date (except with respect to charges then under reasonable and good faith dispute), shall automatically accrue a late fee interest from the date such payment was due and until it is paid in full, at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower. If Customer’s account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, KNOWN2U reserves the right to suspend the Services upon fifteen (15) days prior written notice, without liability to Customer, until such amounts are paid in full.

4.4 **Taxes.** Unless otherwise stated, KNOWN2U’s fees do not include any local, state, federal or foreign taxes, levies or duties of any nature (“Taxes”). Customer is responsible for paying all Taxes, excluding only taxes based on KNOWN2U’s income. If KNOWN2U has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides KNOWN2U with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. **Proprietary Rights.**

5.1 **Reservation of Rights.** Customer acknowledges that in providing the Software Service, KNOWN2U utilizes (i) the KNOWN2U name, the KNOWN2U logo, the KNOWN2U domain name, the product and service names associated with the Software Services, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, “KNOWN2U Technology”) and that the KNOWN2U Technology is protected by intellectual property rights owned or licensed by KNOWN2U (collectively, “KNOWN2U IP Rights”). Other than as expressly set forth in this Agreement, no license or other rights in or to the

KNOWN2U Technology or KNOWN2U IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

5.2 License Grant. KNOWN2U grants Customer and its Users a worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicensable right to access and use the KNOWN2U Technology and KNOWN2U IP Rights for the limited purpose of using the Software Service in accordance with the terms of this Agreement.

5.3 Use Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Software Service or KNOWN2U Technology; or (ii) disassemble, reverse engineer, or decompile the Software Service or KNOWN2U Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions, user experience or graphics of the Software Service, or (C) copy any ideas, features, functions, user experience or graphics of the Software Service.

5.4 Access Restrictions. Customer will not allow any person to access the Software Service other than a User as defined here. Further, Customer shall not permit any access to the Software Service to any third party that owns or controls software that does Electronic Data Interchange (EDI), data mapping, or data exchange, (each a "**Restricted Party**") without first obtaining KNOWN2U's explicit prior written consent.

5.5 Customer Data. As between KNOWN2U and Customer, all Customer Data is owned exclusively by Customer. Customer Data shall be considered Confidential Information of Customer subject to the terms of this Agreement. "**Customer Data**" means all electronic data or information submitted to the Software Service in connection with Customer's subscription pursuant to this Agreement. Customer Data also includes with respect to Subscribers: (i) all "Nonpublic Personal Information" as defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, and (ii) all "Protected Health Information" as such term is defined in the Health Insurance Portability and Accountability Act of 1996, or any successor federal statute, and the rules and regulations thereunder.

5.6 Aggregated Performance Data. KNOWN2U may compile, and shall exclusively own, aggregated performance data about traffic patterns, platform performance, and other data about the usage and operation of the Software Service on an aggregated basis ("Aggregated Performance Data"), provided that Aggregated Performance Data shall not include any personally identifiable information, and if Aggregated Performance Data will be shared with any third-party it shall not include any references to Customer.

5.7 Suggestions and Feedback. KNOWN2U shall have a royalty-free, worldwide, perpetual, irrevocable license and right to use or incorporate into the Software Services or its products any suggestions, ideas, enhancement requests, feedback, recommendations or, except as otherwise provided in this Agreement, other information provided by Customer or its Users relating to the operation of the Software Services.

5.8 Access to KNOWN2U Technology. In the event that KNOWN2U is unable or unwilling to continue to make the Software Service available in accordance with its obligations hereunder, KNOWN2U shall make available to Customer all applicable and necessary software technology and rights for use by Customer so that Customer can directly provide the Software Service in place of KNOWN2U as provided in this Section. KNOWN2U shall make such software technology and rights available pursuant to a worldwide, non-exclusive, non-transferable, royalty free license for the limited time that Customer and covered Sponsors and Subscribers reasonably need to migrate their data out of the software technology provided under this Agreement and to make alternative arrangements for the data exchange services provided under this Agreement, and not exceeding one-year from the date that the license commences, and for the limited purpose of providing the Software Service until such migration is complete.

5.9 Customer Logo. If Customer is a "wholesaler" and elects to upload a logo for inclusion in the Services as delivered hereunder, Customer hereby grants to KNOWN2U a royalty-free, worldwide, revocable license to use such logos for such limited purpose and represents that it has sufficient rights in such logo for such grant. This section does not apply to Employer Direct offering.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all ancillary documents hereunder), the Customer Data, the Software Service, the KNOWN2U Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Term and Termination.

7.1 Term. Unless otherwise agreed in the Commercial Terms (Exhibit A), the term of this Agreement shall begin on the date first above written and shall continue for **thirty-six (36) full calendar months** thereafter. If neither party has given notice to the other party at least ninety (90) days prior to expiration of this Agreement of its intention not to renew this Agreement, it shall automatically renew for one or more additional one (1) year term(s) subject to the termination provisions set forth below.

7.2 Termination for Cause. Either party may terminate this Agreement immediately upon delivery of written notice of termination if: (i) the other party breaches any material term or condition of this Agreement (including, without limitation Sections 6.2 and 6.3 hereof) and does not cure such breach within thirty (30) days after receipt of written notice of such breach, (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

7.3 Termination for Convenience. Customer may terminate this Agreement upon providing ninety (90) days written notice to KNOWN2U. Customer shall pay KNOWN2U in accordance with the terms hereof for all work-in-progress and services performed up to and including the effective date of the termination of this Agreement.

7.4 Effect of Termination. In the event of termination of this Agreement by either party for any reason, Customer shall immediately pay any amounts then due hereunder for Services rendered prior to such termination.

7.5 Survival. In addition to any terms that expressly continue after the term of this Agreement, the following sections shall survive the termination or expiration of this Agreement: Sections 5 (excluding Sections 5.2, 5.8 and 5.9), 6, 7, 9.5, 10, 11 and 13.

8. KNOWN2U Representations, Warranties and Additional Obligations.

8.1 Authority and Performance. KNOWN2U represents and warrants that (i) it has the legal right and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) the performance of its obligations hereunder will not violate any applicable federal, state or local laws or regulations, or cause a breach of any agreements between KNOWN2U and any third parties.

8.2 Software Service Performance. During the term of this Agreement, the Software Service shall perform materially in accordance with the specifications described in Exhibit A, as may be amended from time to time (but not to reduce functionality) (the "**Specifications**"). Customer agrees that its subscription is not contingent upon the delivery of any future functionality or features other than those described in this Agreement and the Specifications, nor is it dependent upon any oral or written public comments made by KNOWN2U with respect to future functionality or features.

8.3 Implementation Services Performance. KNOWN2U warrants that it will perform the Implementation Services (if applicable) in a professional and diligent manner consistent with industry standards reasonably applicable to the performance thereof.

8.4 Intellectual Property Rights. KNOWN2U represents and warrants that the provision of the Services will not infringe upon any copyright, trademark or trade secret rights of any third parties, and will not infringe upon any U.S. patents actually known to KNOWN2U. Notwithstanding the foregoing, if either party receives information concerning a potential copyright, trade secret, trademark or patent infringement claim related to the Software Service, KNOWN2U will, at its expense, investigate the matter and, if appropriate, either (a) procure a license to continue use of the allegedly infringing portion of the Software Service pursuant to the Agreement, or (b) replace or modify the relevant portion of the Software Service to make it non-infringing (without material loss of performance or functionalities). If neither of these remedies is available after best efforts, either party may terminate the Agreement. KNOWN2U shall reimburse to Customer any pre-paid but unused fees, and such termination shall not reduce KNOWN2U's indemnification obligations hereunder.

8.5 Data Security and Privacy.

- (a) KNOWN2U shall at all times comply with its Data Security Policies and Procedures and its Privacy Policy, copies of which have been made available to Customer.
- (b) The Software Service is hosted and provided from Amazon Web Services ("AWS") pursuant to Amazon's standard terms and conditions. AWS abides by the Trans-Atlantic Data Privacy Framework, and the AWS data processing addendum.

8.6 No Other Warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND KNOWN2U DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Customer Representations, Warranties and Additional Obligations.

- 9.1 Authority and Performance.** Customer represents and warrants that (i) it has the legal right and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) the performance of its obligations hereunder will not violate any applicable federal, state or local laws or regulations, or cause a breach of any agreements between Customer and any third parties.
- 9.2 Customer Responsibilities.** Customer is responsible for all activities that occur under User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software Service, and notify KNOWN2U promptly of any such unauthorized use; and (iii) comply with all applicable local, state, federal, and foreign laws in using the Software Service and, if using the Software Service outside of the United States, not use the Software Service in a manner that would violate any federal or state laws of the United States if conducted therein.
- 9.3 Use Guidelines.** Customer shall use the Software Service solely for its purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Software Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Software Service or its related systems or networks.
- 9.4 Terms of Use.** Customer shall take no action that hinders or is reasonably likely to hinder User's access to or agreement with the Terms of Use, which the parties agree shall be provided to each User prior to such User's first use of the Software Service. Customer agrees to notify KNOWN2U promptly in writing of the existence of any improper use of the Software Service or violations of the Terms of Use of which Customer becomes aware.
- 9.5 Restricting Access to Restricted Parties.** Customer shall not make the Software Service available to Restricted Parties.

10. Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, hold harmless, and defend the other party, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as the "Indemnified Party") against all liability, including reasonable attorneys' fees and costs, to third parties arising from (i) personal injury or damage to tangible personal property caused by the negligence of willful misconduct of the Indemnifying Party, (ii) any breach of confidentiality or privacy obligations hereunder, or (iii) infringement of copyrights, trademarks or trade secrets of any third party. Each party's indemnification obligations hereunder shall be subject to (a) receiving written notice from the other party of the existence of any Claim within fifteen (15) days of such other party being notified of such Claim; (b) being able to, at its option, control the defense or settlement of any such Claim; (c) permitting the indemnified party to participate in the defense of any Claim, at the indemnified party's sole expense; and (d) receiving full cooperation of the indemnified party in the defense thereof.

11. Limitation of Liability.

11.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY (OTHER THAN FOR FEES), EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIMS, EXCEPT THAT IF CUSTOMER HAS NOT BEEN USING THE SOFTWARE SERVICE FOR 12 MONTHS, THEN THE AMOUNT SHALL BE CALCULATED BY MULTIPLYING THE AVERAGE AMOUNT PAID FOR EACH MONTH BY 12. The foregoing limitation of liability shall not apply to causes of action relating to misappropriation of Confidential Information or intellectual property rights or failure to pay minimum fees.

11.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY

OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The foregoing limitation of liability shall not apply to causes of action relating to misappropriation of Confidential Information or intellectual property rights.

11.3 Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

11.4 Basis of the Bargain; Failure of Essential Purpose. The parties acknowledge that KNOWN2U has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

12. Insurance.

12.1 KNOWN2U shall maintain the following insurance coverage in full force and effect with licensed insurance companies with a Best's Rating of no less than A-VIII:

- (i) Commercial General Liability insurance with limits of no less than \$1 million per occurrence and \$2 million as an annual aggregate, including but not limited to products and completed operations liability;
- (ii) Workers' Compensation insurance in compliance with all statutory requirements;
- (iii) Errors and Omissions liability insurance with limits of no less than \$5 million per claim and \$5 million as an annual aggregate, including but not limited to copyright, trademark, defamation and misappropriation of ideas and any other errors, omissions or negligent acts (including but not limited to loss of data, content or other indirect loss); and
- (iv) unless included in clause (iii) above, Cyber-Liability, with limits of \$5 million per occurrence and \$5 million as an annual aggregate.

12.2 Such policies shall be maintained in full force and effect during the term of this Agreement. If such insurance is maintained on an occurrence basis, KNOWN2U shall maintain such insurance for an additional period of one (1) year following termination of this Agreement. If such insurance is maintained on a claims-made basis, KNOWN2U shall maintain such insurance for an additional period of three (3) years following termination of this Agreement. The retroactive date of the aforementioned insurance policies shall be no later than the Effective Date of this Agreement. KNOWN2U shall provide to Customer thirty (30) days prior notice of cancellation and/or any material change in any such policy.

12.3 Such policies shall apply on a primary and non-contributory basis to any other insurance.

12.4 Such policies shall cover losses caused by KNOWN2U, its contractors and subcontractors at any tier.

12.5 Such policies permit, and KNOWN2U agrees to, a waiver of subrogation in favor of Customer.

12.6 Customer and its parents, subsidiaries, affiliates and assigns existing now or hereafter shall be named as additional insureds on all applicable policies upon request.

12.7 KNOWN2U shall provide to Customer a certificate of insurance and policy endorsements evidencing all such coverages upon request.

13. General Provisions.

13.1 Entire Agreement; Amendment. This document, including any Exhibits, and any Work Order submitted hereunder for Implementation Services, contains the entire agreement relating to the subject matter contained herein and supersedes all prior or contemporaneous agreements, written or oral, express or implied, between the parties. This Agreement may not be modified except by written document signed by an authorized representative of each party.

13.2 Assignment. Neither party shall assign or otherwise transfer this Agreement or the rights or duties under it without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that either party may assign its rights and obligations hereunder to an acquirer of all or substantially all of such party's business or assets, whether by merger, sale or acquisition, provided that such acquirer has sufficient financial and technology resources to comply with all obligations hereunder. It is acknowledged and agreed that KNOWN2U uses Amazon Web Services (AWS) and may use other vendors at its discretion in the ordinary course of providing the Services and subject to appropriate contractual terms.

13.3 Independent Contractor Relationship. This Agreement is not intended to create nor shall be construed to create any relationship between Customer and KNOWN2U other than that of an independent contractor for the purpose of effecting the provisions of this Agreement. No party nor any of their representatives shall be construed to be the agent, employer, employee or representatives of the other, and no third party shall be construed to be a beneficiary of this Agreement.

13.4 Non-solicitation of Staff. Both KNOWN2U and Customer agree not to knowingly offer employment during the term of this Agreement and for twelve (12) months thereafter to any person who was an employee or consultant of the other during the term of this Agreement and who is knowledgeable about the technologies or trade secrets used by KNOWN2U to provide the Software Service or Implementation Services, nor hire or use the services of same, either directly or indirectly, without the prior written consent of the other.

13.5 Export. Customer agrees that it will not export or re-export the Software Service or access to the KNOWN2U Technology in any form without the appropriate United States and foreign government licenses or approval. Customer's failure to comply with this provision is a material breach of this Agreement.

13.6 Government End-Users. This Agreement is not for use with government end-users.

13.7 Force Majeure. Neither party will be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control ("force majeure"), including, without limitation, acts of God, war, fire, flood, or shortage or failure of suppliers; provided, however, that for any force majeure extending for more than sixty (60) days, the party not claiming the existence of a force majeure will have the right to terminate this Agreement without penalty.

13.8 Notice. All notices will be in writing and given by personal delivery, by mail, by commercial same day or overnight courier, or e-mail with confirmed receipt, to the recipient's address set forth on the signature page hereof, or to such other address as either party may specify by written notice to the other. Notice will be deemed given on (i) the date of personal delivery; (ii) the fifth business day after mailing, (iii) the next business day after delivery to an overnight courier (unless the return receipt or the courier's records evidence a later delivery); or (iv) the date of receipt, if by email with confirmation of receipt from the receiving party (automated receipt confirmation is not sufficient). All notices to KNOWN2U will also be copied to legal@known2u.com.

13.9 Waiver. No term of this Agreement shall be considered waived and no breach excused by either party unless made in writing. No consent, waiver, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

13.10 Severability. If any provision of this Agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement. The parties hereto agree to replace any such illegal or unenforceable provision with a new provision that has the most nearly similar permissible economic or other effect.

13.11 Use of Name. Each party consents to lawful references to the other party's name in its marketing, advertising, or informational efforts. Neither party will otherwise use the other party's name, symbol, trademarks or service marks without the prior written consent of that party and will cease any such consensual use as soon as is reasonably possible upon termination of the Agreement. Customer and KNOWN2U acknowledge and agree that all proprietary or ownership rights or interest in their respective corporate names, trademarks, trade names, service marks, or any parts thereof shall remain the sole property of each of them and that except as explicitly provided herein, no right or interest therein is granted or conferred to the other by reason of this Agreement.

13.12 Controlling Law. The laws of the State of Utah, without reference to conflict of law principles, will govern this Agreement. Customer and KNOWN2U each consent to the exclusive personal jurisdiction and venue in the state and federal courts covering Weber County, Utah, for all matters not resolved through mediation. Each party shall be responsible for any legal fees it incurs associated with the enforcement of this Agreement or any rights under it, including reasonable costs charged by an attorney, other costs, and any court, arbitrations, mediation, or other litigation expenses.

13.13 Counterparts. Fax. Electronic signature. This Agreement may be executed in counterparts, which taken together shall form one legal instrument. Execution by fax or electronically shall be as valid as execution by hand.

Exhibit C – Services Specifications

The following is a generic description of the services available. Only services actually subscribed for pursuant to the Commercial Terms will be included as “Services”.

Software Service

The Software Service includes the following components:

- **CDX Data Exchange Engine (“Engine”)** consists of the capabilities to transform an incoming file format to a Vendor’s proprietary format and transmit that resultant file to the Vendor. Additionally, the Engine can compute account structure for any given Subscriber or their dependent(s) and inject those account structure values into the proper location of the Vendor’s proprietary file format.

The Engine shall process files in a file format to be provided by Customer (“**Input Specifications**”), and deliver the file format to Vendor (“**Output Specifications**”). (The input and output specifications, and account structure for each Customer/Vendor file pair must first be established and maintained either using the Implementation Suite or the Implementation Services.)

Transformation Specifications	
<i>Specifications of files to be delivered by Customer to Known2U and by Known2U out to Vendor:</i>	
Input Specifications:	Any valid XML, JSON or CSV formatted file containing employee, employee benefits enrollment, and/or payroll data and pre-approved by Known2U.
Output Specifications	Vendor specific format used by the Vendor indicated in a given file. Vendor file format specifications shall be provided by Customer to Known2U or as part of the existing pre-build implementations in the CDX library of Vendor specifications. If the Vendor format is not already in the library, then Customer will need to provide the specifications so that Known2U can create an appropriate file template.

Once the Customer/Vendor file pair is fully implemented, files received from Customer can generally be sent to Vendor within two (2) hours after receipt from Customer.

- **CDX Client and Vendor File Archives (“Archives”)** consists of the capability to store any incoming extract/data for a given Customer, whether test or production. Additionally, any outgoing data files to the Vendor, are also stored. These files can then be accessed and downloaded by Users via the CDX Online Dashboard (described below).
- **CDX Online Dashboard (“Dashboard”)** consists of the capability to access web based software that will show a User the status of file processing for any production or test file received and processed by the Engine. If the Archives component is subscribed for, then a User can download any incoming extract or outgoing Vendor file from the Dashboard.
- **CDX Implementation Suite (“Implementation Suite”)** consists of a web based application that allows the Customer to configure a Vendor file integration. This includes the ability to choose a Vendor specification from the library, implement the account structure for that implementation, and specify the transmission details for delivering the file to the Vendor.

If a Vendor file format template is not already available in the Implementation Suite library, KNOWN2U will create the appropriate template within thirty (30) days of receiving all required information.

Implementation Services.

The table below outlines the implementation tasks associated with implementing and maintaining settings for each Customer/Vendor file pair.

The Commercial Terms page (Exhibit A) will identify whether Customer subscribes for the Implementation Services, and if so which tasks each party will be responsible for and what fees are associated with such services.

If Customer does not subscribe for Implementation Services, Customer is responsible for all of the tasks listed below.

Implementation Task
Communicate with Customer (e.g. employer) (applies only if Customer is a “wholesaler”; does not apply to Employer Direct contracts)
Configure, schedule, run and maintain all data extracts that will pull data from Customer’s system, and send extracted data to Software Service.

Coordinate and resolve data issues from Vendor testing (e.g. update for missing data, resolve discrepancies between Customer and Vendor systems).
Communicate with Vendor (e.g. carrier)
Assist Customer with setting up FTP accounts at the Vendor
Obtain account structure from Vendor
Determine the "logic"/requirements needed to determine the account structure values and document
Implement the account structure within the Software Service
Implement and test the connectivity between the Software Service and the Vendor

For each Subscriber/Vendor file pair implementation that Customer would like KNOWN2U to perform, Customer shall request activation using a Work Order in the form attached hereto at [Exhibit E](#). Customer shall supply one Work Order for each Vendor file format desired. Each Work Order shall reference this Agreement, shall include the output Specification, the estimated number of employees on each file submitted, and any additional information that may be called for by the applicable Work Order. The Work Order shall become effective only upon written acceptance by KNOWN2U.

If a Vendor file format template is already in the Implementation Suite library, activation is generally completed within fifteen (15) days of KNOWN2U receiving all required information. If the Vendor file format template is not already available in the Implementation Suite library, KNOWN2U will create the appropriate template and activation of the Customer/Vendor file pair is generally completed within thirty (30) days of receiving all required information.

Training Services

- ***Dashboard Training.*** Two (2) one-hour training sessions for the Dashboard will be provided free of charge. Additional one-hour training sessions can be provided at Customer's request at no additional charge. Dashboard training is provided via web-conference.
- ***Implementation Suite Training.*** Optional training on the Implementation Suite will be provided by KNOWN2U upon Customer's request and in accordance with the KNOWN2U standard training agenda (typically 5 days). Implementation training can be provided by web-conference or in-person. Implementation Suite Training is subject to additional fees as described in [Exhibit D](#).

Exhibit D – General Fee Schedule for Employer Direct

Known2U may unilaterally reduce pricing at any time.

Training Services.

- Dashboard Training – no charge.
- Implementation Tools Training - \$2,000 per day
- If training is not via web-conference or at KNOWN2U’s offices then reasonable travel related expenses will be paid by Customer.

Implementation Services

For Employer Direct customers the Implementation Services are generally included without additional charge provided that the number of files is reasonable.

Software Service Fees – Basic Pricing

Unless Customer qualifies for Large Volume Pricing (detailed below), Software Service fees are charged on a per-file per-month basis plus archival fees.

The per-file fees are based on the number of Subscribers in the applicable file, as listed in the table below, subject to a minimum fee per file based on Tier 1.

Archival fees based on usage are listed below.

Fee Rates		
Tier	# Subscribers Per File Per Month	Monthly Price
Tier 0	up to 500 employees/month/per vendor file	\$100
Tier 1	501 - 1,250 employees/month/per vendor file	\$150
Tier 2	1,251 - 2,500 employees/month/per vendor file	\$250
Tier 3	2,501 - 3,750 employees/month/per vendor file	\$325
Tier 4	3,751 - 5,000 employees/month/per vendor file	\$400
Tier 5	5,001 - 6,250 employees/month/per vendor file	\$475
Tier 6	6,251 - 7,500 employees/month/per vendor file	\$550
Tier 7	7,501 - 8,750 employees/month/per vendor file	\$625
Tier 8	8,751 - 10,000 employees/month/per vendor file	\$700
Tier 9	10,001 - 11,250 employees/month/per vendor file	\$775
Tier pricing continues at \$75 per block of 1,250 Subscribers per file		
Archival Fee - per 3TB block of storage/month		\$50

Software Service Fees – Large Volume Pricing

If the total number of Subscriber Transactions reaches forty-thousand (40,000) in a given month, or monthly billing under Basic Pricing reaches three thousand (3,000) in a given month, then Large Volume Pricing automatically applies as summarized below and as detailed in the Employer Direct Large Volume Pricing Table attached here as Schedule D.1.

Summary

1. Large Volume Pricing tiers are based on monthly total Subscriber Transactions.
 - a. A “**Subscriber Transaction**” occurs each time the CDX Engine processes a Subscriber’s data. For example, if a file was sent 4 times in a given month, with 1000 Subscribers on the file, that file would contribute 4,000 Subscriber Transactions towards the monthly total. As another example, if two different files were sent, and each relates to the same 1000 Subscribers (for example a file relating to Subscribers’ health insurance, and a separate file related to Subscribers’ dental benefits), that would contribute 2,000 Subscriber Transactions toward the monthly total.
 - b. Additional tiers are automatically calculated in blocks of 125,000 Subscriber Transactions based on pricing at \$0.005 per Subscriber Transaction (i.e. \$1,250 per additional block of 250,000 Subscriber Transactions), subject to discounts described below.
 - c. Tiered Volume Discounts
 - i. At the 1,000,000 Subscriber Transactions per month mark, the price per Subscriber Transactions drops by 15% per Subscriber Transaction (to \$0.00425) as indicated in the Detailed Transactions Pricing Table (the “Pricing Table”). Such discount continues as long as such volume is maintained.
 - ii. For each additional 1,000,000 Subscriber Transactions per month the price drops by an additional 15%, up to and including 4,000,000 Subscriber Transactions per month (i.e. a 60% discount).
 - iii. All blocks of Subscriber Transactions beyond 4,000,000 Subscriber Transactions per month are priced at the 60% discount (i.e. based on \$0.002 per Subscriber Transaction), as show in the Pricing Table.
 - iv. Below is a chart summarizing the volume discount structure

# of Subscriber Transactions Per Month	Discount
1,000,000	15% discount (\$0.00425/subscriber)
2,000,000	30% discount (\$0.0035/subscriber)
3,000,000	45% discount (\$0.00275/subscriber)
>= 4,000,000	60% discount (\$0.002/subscriber)

2. Archival Fees. For Large Volume Pricing, the Employer Direct Large Volume Pricing Table includes the archival fee for the first **3TB** of storage. If Customer uses additional storage the additional archive fee will be added based on usage.
3. Pre-payment discount option for Large Volume Pricing.
 - a. Customer, when eligible for Large Volume Pricing, may opt to prepay for blocks of Subscriber Transactions and storage based on past usage and future estimates. If Customer wishes to pre-purchase blocks of Subscriber Transactions and storage, they can prepay on a quarterly basis and receive an additional 10% discount, or on an annual basis and receive a 20% discount.
 - b. Either party may initiate a re-evaluation and adjustment of pre-payment levels at any time to avoid a large divergence. A reconciliation will be done at least at the end of the annual term. A divergency between pre-payd amounts and actual usage will be resolved either through a credit to Customer toward future fees, or an invoice for additional fees due to Known2U.
 - c. Pre-payment discount does not apply to Training Services or Implementation Services.

Employer Direct Large Volume Pricing Table

The following table shows Software Service fee at each volume tier. Items in yellow signify the maximum 60% discount. Fee listed includes 5TB or archive storage. Additional storage is added based on actual usage at **\$50.00 per 5TB block**.

Tier	# of Total Subscriber Transactions per Month	Monthly Platform Fee*	Volume Discount	Monthly Platform Fee (with discount)
Micro1	40,000 - 87,499	\$3,000	\$0.00	\$3,000
1	87,500 - 249,999	\$4,250	\$0.00	\$4,250
2	250,000 - 499,999	\$5,000	\$0.00	\$5,000
3	500,000 - 749,999	\$6,250	\$0.00	\$6,250
4	750,000 - 999,999	\$7,500	\$0.00	\$7,500
5	1,000,000 - 1,499,999	\$8,750	\$750.00	\$8,000
6	1,500,000 - 1,999,999	\$11,250	\$1,125.00	\$10,125
7	2,000,000 - 2,499,999	\$13,750	\$1,875.00	\$11,875
8	2,500,000 - 2,999,999	\$16,250	\$2,625.00	\$13,625
9	3,000,000 - 3,499,999	\$18,750	\$3,750.00	\$15,000
10	3,500,000 - 3,999,999	\$21,250	\$4,875.00	\$16,375
11	4,000,000 - 4,499,999	\$23,750	\$6,375.00	\$17,375
12	4,500,000 - 4,999,999	\$26,250	\$7,875.00	\$18,375
13	5,000,000 - 5,499,999	\$28,750	\$9,375.00	\$19,375
14	5,500,000 - 5,999,999	\$31,250	\$10,875.00	\$20,375
15	6,000,000 - 6,499,999	\$33,750	\$12,375.00	\$21,375
16	6,500,000 - 6,999,999	\$36,250	\$13,875.00	\$22,375
17	7,000,000 - 7,499,999	\$38,750	\$15,375.00	\$23,375
18	7,500,000 - 7,999,999	\$41,250	\$16,875.00	\$24,375
19	8,000,000 - 8,499,999	\$43,750	\$18,375.00	\$25,375
20	8,500,000 - 8,999,999	\$46,250	\$19,875.00	\$26,375
21	9,000,000 - 9,499,999	\$48,750	\$21,375.00	\$27,375
22	9,500,000 - 9,999,999	\$51,250	\$22,875.00	\$28,375
23	10,000,000 - 10,499,999	\$53,750	\$24,375.00	\$29,375
24	10,500,000 - 10,999,999	\$56,250	\$25,875.00	\$30,375
25	11,000,000 - 11,499,999	\$58,750	\$27,375.00	\$31,375
26	11,500,000 - 11,999,999	\$61,250	\$28,875.00	\$32,375
27	12,000,000 - 12,499,999	\$63,750	\$30,375.00	\$33,375
28	12,500,000 - 12,999,999	\$66,250	\$31,875.00	\$34,375
29	13,000,000 - 13,499,999	\$68,750	\$33,375.00	\$35,375

30	13,500,000 - 13,999,999	\$71,250	\$34,875.00	\$36,375
31	14,000,000 - 14,499,999	\$73,750	\$36,375.00	\$37,375
32	14,500,000 - 14,999,999	\$76,250	\$37,875.00	\$38,375
33	15,000,000 - 15,499,999	\$78,750	\$39,375.00	\$39,375
34	15,500,000 - 15,999,999	\$81,250	\$40,875.00	\$40,375
35	16,000,000 - 16,499,999	\$83,750	\$42,375.00	\$41,375
36	16,500,000 - 16,999,999	\$86,250	\$43,875.00	\$42,375
37	17,000,000 - 17,499,999	\$88,750	\$45,375.00	\$43,375
38	17,500,000 - 17,999,999	\$91,250	\$46,875.00	\$44,375
39	18,000,000 - 18,499,999	\$93,750	\$48,375.00	\$45,375
40	18,500,000 - 18,999,999	\$96,250	\$49,875.00	\$46,375
41	19,000,000 - 19,499,999	\$98,750	\$51,375.00	\$47,375
42	19,500,000 - 19,999,999	\$101,250	\$52,875.00	\$48,375
43	20,000,000 - 20,499,999	\$103,750	\$54,375.00	\$49,375
44	20,500,000 - 20,999,999	\$106,250	\$55,875.00	\$50,375
45	21,000,000 - 21,499,999	\$108,750	\$57,375.00	\$51,375
46	21,500,000 - 21,999,999	\$111,250	\$58,875.00	\$52,375
47	22,000,000 - 22,499,999	\$113,750	\$60,375.00	\$53,375
48	22,500,000 - 22,999,999	\$116,250	\$61,875.00	\$54,375

Exhibit E – Form of Work Order for Activation of Customer/Vendor File Pair

Submit by email to: clientservices@known2u.com or through CDX web form.

In connection with the Master Services Agreement between Known2U LLC and _____ dated as of _____, please activate the following Customer/Vendor file pair on the CDX platform:

Customer (or employer): _____ **SAMPLE ONLY: Do not add content**

Vendor (or carrier): _____ **SAMPLE ONLY: Do not add content**

Estimated # of employees on File: _____

Estimated # of times File will be sent per month: _____

Types of enrollments on File (e.g. medical, dental, medical FSA, LTD, Supp LTD, etc.):

SAMPLE ONLY: Do not add content

Work Order Submitted by:	Work Order Accepted by Known2U LLC:
Name: SAMPLE ONLY: Do not add content	Name: SAMPLE ONLY: Do not add content
Title: SAMPLE ONLY: Do not add content	Title: SAMPLE ONLY: Do not add content
Phone: SAMPLE ONLY: Do not add content	Phone: SAMPLE ONLY: Do not add content
Email: SAMPLE ONLY: Do not add content	Email: SAMPLE ONLY: Do not add content
Signature: SAMPLE ONLY: Do not add content	Signature: SAMPLE ONLY: Do not add content
Date: SAMPLE ONLY: Do not add content	Date: SAMPLE ONLY: Do not add content



Pricing/Cost

Total estimated monthly cost is based upon the total number of employees processed per month, across all vendor files. That number is then matched against our pricing tiers to find your monthly subscription cost.

Vendor File	# of EEs per file X # files sent per month	Total # of EEs sent per month	Monthly Per File Subscription Cost
NBS (FSA)	50 x 4.33	217	\$100
MetLife	850 x 4.33	3,681	\$325
Select Health	860 x 4.33	3,724	\$325
The Standard	660 x 4.33	2,858	\$325
Monthly Total Employees Processed		10,479	
Estimated Monthly Total Cost			\$1,075

