



## RESURETY CONSULTING TERMS AND CONDITIONS

These Consulting Terms and Conditions (this "Agreement") is entered into by and between REsurety, Inc. ("REsurety") and the legal entity ("Customer") identified in the applicable Engagement Letter. Both REsurety and Customer are referred to hereinafter as a "Party", and together, the "Parties".

BY EXECUTING AN ENGAGEMENT LETTER, CUSTOMER REPRESENTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

### 1. ENGAGEMENT OF SERVICES

1.1. **Engagement.** Customer may assign projects to REsurety in the form of engagement letters (each an "Engagement"). An Engagement becomes binding when both parties have signed it and, once signed, REsurety agrees to render services (the "Services") as set forth and specified in the Engagement by the completion dates, if any, set forth therein. The terms of this Agreement will govern all Engagements and Services undertaken by REsurety for Customer.

1.2. **Modifications.** Customer may at any time request a modification to the Services to be performed pursuant to any particular Engagement by request to REsurety specifying the desired modifications. REsurety shall, within a reasonable time following receipt of such request, submit an estimate of the time for performance of the Services pursuant to the Engagement. If accepted in writing by Customer, such modifications in the Engagement shall be performed under the terms of this Agreement. Modifications in any Engagement shall become effective only when a written change request is executed by authorized representatives of both parties.

1.3. **REsurety's Personnel.** REsurety agrees to assign employees and subcontractors with qualifications suitable for the work described in the relevant Engagement. REsurety may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

1.4. **Customer Responsibilities.** Customer shall make available in a timely manner at no charge to REsurety all technical data, information, programs, files, documentation, test data, sample output, or other information and resources of Customer required by REsurety for the performance of the Services as specified in the applicable Engagement. Customer shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer.

### 2. COMPENSATION

2.1. **Fees.** In consideration for the performance of the Services, Customer agrees to pay REsurety, without offset or deduction, certain fees, in such amounts as may be determined by reference to an Engagement executed by both Parties. REsurety shall invoice Customer as outlined in the applicable Engagement. Unless otherwise provided in such Engagement all such fees shall be due and payable within thirty (30)

calendar days after an invoice is issued by REsurety with respect thereto.

2.2. **Taxes.** All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on REsurety's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services.

2.3. **Expenses.** Upon advance written approval by Customer, Customer will reimburse REsurety for reasonable out-of-pocket expenses for which reimbursement are expressly contemplated in the applicable Engagement ("Reimbursable Expenses").

2.4. **Late Charges.** REsurety reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one-half percent (1½%) per month on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

### 3. CONFIDENTIAL INFORMATION

3.1. **Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. For purposes of this Agreement "Confidential Information" means any material or information relating to a Party's research, development, products, product plans, services, customer lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, any software and databases (including any data models, structures, algorithms, non-Customer specific data and aggregated statistical data contained therein) of REsurety shall constitute Confidential Information of REsurety. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

3.2. **Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not

reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party except as expressly authorized in this Agreement; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

### 3.3. Exceptions and Compelled Disclosures.

Notwithstanding the foregoing, the provisions of Sections 3.1 and 3.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

## 4. PROPRIETARY RIGHTS

4.1. **Proprietary Rights.** Customer shall own any deliverable and/or work product ("Output") that embodies Customer's Confidential Information to the extent that it embodies or incorporates Customer's Confidential Information. Unless otherwise expressly agreed in any particular Engagement, and except to the extent that the same constitutes or embodies Customer's Confidential Information, ownership of all other work product, developments, inventions, technology or materials that are provided by REsurety under this Agreement are considered pre-existing materials of REsurety and shall be solely owned by REsurety, subject to the usage rights (if any) granted to Customer below and/or under the relevant Engagement.

4.2. **REsurety Materials.** REsurety retains all rights (i) to its methodology and any other know-how used in creating the Output, and (ii) to any preexisting materials incorporated into the Output by REsurety. REsurety hereby grants Customer a nonexclusive, royalty-free, worldwide, irrevocable, sublicensable, and perpetual license (i) to use the methodology and other know-how embodied in, or practiced by, any Output, and (ii) to all preexisting materials that are incorporated into the

Output, to the extent these are part of the Output, including rights to copy, publicly display, publicly perform, digitally transmit, distribute, modify, adapt, translate and create derivative works, in all cases for any purposes of such pre-existing materials.

## 5. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS

5.1. **Warranties.** REsurety represents and warrants that all Services shall be provided in a professional and workmanlike manner, in accordance with industry standards.

5.2. **Disclaimer.** *Each Party represents that it is entering this Agreement without relying upon any representation or warranty not expressly stated in this document or documents incorporated herein. Except as provided for in this Agreement, the Services, and any other materials, software, data and/or services provided by REsurety are provided "as is" and "with all faults." Each Party disclaims, to the maximum extent enforceable by law, any and all warranties of merchantability, quality, fitness for a particular purpose, non-infringement, non-interference, data accuracy, system integration, and all warranties that may otherwise be implied. No warranties are made on the basis of trade usage, course of trade, or course of performance.*

## 6. INDEMNIFICATION

6.1. Each party ("Indemnifying Party") shall, during and after the term of this Agreement, indemnify the other party and the other parties trustees, directors, officers, employees, affiliates, and agents, past or present, ("Indemnified Party") against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees (including but not limited to reasonable attorney fees) arising out of or related to any actual or alleged: (i) bodily injury or tangible property damage, but only to the extent caused by the negligent or willful acts, errors or omissions of Indemnifying Party in performing the Agreement; (ii) claim by a third party against the Indemnified Party alleging that the Indemnifying Party infringes the intellectual property rights or misappropriates the trade secrets of any third party; and (iii) violation of any applicable laws or regulations, including failure to comply with any applicable taxing authority.

6.2. Neither party shall have recourse or right of action against any officer or director, in his or her individual capacity as such, past, present or future, of the other party or of any successor thereto, whether by virtue of any statute or rule of law or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the execution hereof, expressly waived and released.

## 7. TERMINATION

7.1. **Term.** This Agreement shall commence on the execution of an Engagement and shall remain in effect until the earlier to occur of (a) completion of all outstanding duties under the Engagement; or (b) termination in accordance with Section 7.2. Unless otherwise stated in the applicable Engagement, the term of each Engagement shall last until performance

thereunder is completed.

7.2. **Termination For Convenience.** Either party may terminate this Agreement or a particular Engagement for any reason with thirty (30) days' written notice. The Parties agree that all Engagements shall be deemed terminated immediately upon any termination of this Agreement.

7.3. **Termination For Breach.** If either party materially breaches any of the terms of this Agreement, the non-breaching party may terminate this Agreement upon written notice to the breaching party; provided that, if such breach is curable, the breaching party will have fifteen (15) days from receipt of such notice to cure the breach.

7.4. **Effects of Termination.** In the event of termination, the Parties agree to wind up their work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination. REsurety shall be paid for all work performed and expenses incurred through the date of termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder.

7.5. **Survival.** The provisions of Articles 3, 4, 5.2, 6, 7.4, 7.5 and 8 will survive any termination of this Agreement regardless of whether termination occurs through expiration of the Term, or action taken or not taken by either of the parties.

## 8. GENERAL

8.1. **Publicity.** REsurety shall have the right to use Customer's name and/or Customer's logos, trade names, trademarks or service marks on its client's lists and references.

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

8.3. **Notice.** All notices permitted or required under this Agreement must be in writing and delivered as follows with notice deemed given as indicated: (i) by personal delivery when hand delivered; (ii) by commercially established courier service upon delivery or, if the courier attempted delivery on a normal business day and delivery was not accepted, upon attempted delivery; or (iii) by electronic transmission when promptly confirmed by return transmission. Notices to each of the parties must be sent to the address provided in the Engagement for such purpose.

8.4. **Limitation of Liability.** *Neither Party will have liability for any indirect, incidental, consequential, special or*

*punitive damages in connection with this Agreement, regardless of the theory of liability (including theories of contractual liability, tort liability, or strict liability), even if the Party from whom those damages are sought knew or should have known that those kinds of damages were possible. However, in the event that one Party breaches its duties regarding the other Party's Confidential Information and/or in the event of indemnity obligations, any resulting damages suffered by the other Party will be considered direct damages for purposes of this Agreement, and those damages will not be subject to the limits imposed on recovery of direct damages by this Section. The maximum aggregate liability of a Party in connection with any claim for damages under this Agreement shall never exceed the amounts paid to REsurety hereunder. Both Parties acknowledge that this Section is an essential part of this Agreement, absent which the economic terms and other provisions of this Agreement would be substantially different.*

8.5. **Assignment.** Customer may not assign any of its rights or delegate any performance under this Agreement except with the prior written consent of REsurety. Any purported assignment of rights or delegation of performance in violation of this Section is void.

8.6. **Governing Law and Forum Selection.** This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law rules. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in Massachusetts courts.

8.7. **Non Solicitation.** Customer acknowledges and agrees that the employees and consultants of REsurety who perform the Services are a valuable asset to REsurety and are difficult to replace. Accordingly, Customer agrees that, during the Term and for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any REsurety employee or consultant who performs any of the Services without REsurety's consent.

8.8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all previous agreements with respect to the subject matter hereof. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. In the event that a conflict is deemed to arise between the provisions of this Agreement and the provisions of any Engagement, the provisions of this Agreement shall govern.

*[End of Consulting Terms and Conditions]*