PlanCompare Edge Agents

CONNECTURE DRX

General Terms

1. Definitions.

The following definitions shall apply to this Agreement and all schedules entered into hereunder:

"Affiliate(s)" means any corporation, partnership or any other entity or organization that controls, is controlled by or under common control with Customer as of the Effective Date of this Agreement.

Application" means each instance in which: (a) a visitor is on a Customer's Connecture- hosted website and clicks "enroll" or a similar button that indicates his or her intent to enroll in such plan; and (b) an application confirmation number is generated, regardless of whether or not the applicant ultimately enrolls in the insurance carrier's plan.

"Application Redirect" means each instance in which: (a) a visitor is on a Customer's Connecture-hosted website and clicks "enroll" or a similar button that indicates his or her intent to enroll in such insurance carrier's plan; and (b) the visitor is redirected to an enrollment method not supported by a Connecture online enrollment application, regardless of whether or not the applicant ultimately enrolls in the insurance carrier's plan. For purposes of this Schedule, Application Redirects will be counted as Applications and will be counted as on a 3:1 ratio – three (3) Application Redirect equate to one (1) Application for purposes of the annual count.

"Authorized User(s)" means a licensed agent with a valid NPN that is subscribing to the Product licensed under this Agreement.

"Change Order" means a document pursuant to which Customer and Connecture have agreed to modifications or other changes or services to an existing Order Form or to the Products or Services. Each Change Order shall require the signature of both Parties and shall be subject to the terms and conditions contained in this Agreement, which terms and conditions shall be deemed incorporated by reference.

"Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, the Product, Services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, health data analysis techniques, algorithms, software architecture and technology, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by a Party to the other Party: (a) whose confidential nature has been made known by the Disclosing Party, orally or in writing, to the Receiving Party; or (b) which a reasonable person under like circumstances would treat as confidential due to its character and nature. "Confidential Information" shall not include information that the Receiving Party can demonstrate: (a) was already known by the Receiving Party or is publicly available at the time of disclosure; (b) was disclosed to the Receiving Party by a third party who is not in breach of an obligation of confidentiality; (c) becomes publicly available after disclosure through no act of the Receiving Party; or (d) was developed by the Receiving Party without breach of this Agreement.

"Connecture Network Carrier" means any insurance company that Connecture has an existing relationship with and currently obtains plan data from and agrees to participate. Plan data is limited to the data and plan type that Connecture currently obtains.

"Customer Data" means all information and data owned and provided by Customer, or an Authorized User, to Connecture for the purposes of obtaining and using the Products.

"Disclosing Party" means the Party (or any of its Affiliates, employees, officers, directors or Representatives) that disclose Confidential Information.

"Documentation" means (i) all written (including electronic) documents and procedures relating to the Software, or any derivative works thereto, including technical and operating manuals, made generally available by Connecture to its customers, but excluding marketing materials and (ii) any other applicable written specifications as identified and mutually agreed to by both Parties in an executed Order Form. Connecture shall provide Customer a list of key Product assumptions annually.

"Connecture Data" shall mean all databases, Software, data sets, Documentation and other collections of information provided, or licensed, by Connecture to Customer or an Authorized User pursuant to this Agreement. Connecture Data may include third party information.

"PlanCompare Edge" means Connecture's standard hosted plan comparison site which allows brokers, call center agents and consumers to shop and enroll in insurance carrier's plan.

"Medicare Plans" or "Medicare Products" means any Medicare Advantage Plan, Medicare Advantage with Prescription Drug Plan, Stand-Alone Medicare Part D Prescription Drug Plan, Medicare Supplement Plan, Medigap Plan, Stand-Alone Ancillary Plan (e.g. Dental, Vision, Hearing, Hospital Indemnity, etc.) or any combination of plans (either individual or group) which are offered to Customer's members and prospective members to evaluate plans for potential enrollment.

"New Functionality" means the development of new and/or additional functionality or new Products not described on an existing Schedule. New functionality may be included within a Standard Update.

"Party/Parties" Customer and Connecture are each sometimes referred to herein as "Party" and collectively as the "Parties."

"Product(s)" means all Software, , Standard Updates, New Functionality, , consulting, training, research, decision support services, data management, support, maintenance, reporting, hosting services, subscriptions, professional services, Documentation, Connecture Data, tools, utilities, standards, analysis techniques, methodologies, reports and report formats, and any modifications to the foregoing, provided by Connecture to Customer, or an Authorized User, under this Agreement.

"PHI" means Protected Health Information, as defined in 45 CFR § 160.103, but only to the extent such PHI is received from, or created or received by Connecture on behalf of Customer.

"Receiving Party" means the Party (or any of its Affiliates, employees, officers, directors or Representatives) that receives Confidential Information from the Disclosing Party in relation to this Agreement.

"Representative" means a third party that is retained by a Party to perform certain of its duties in relation to this Agreement, including consultants, subcontractors, service providers, outside counsel, auditors and agents.

"Order Form" means a document similar in nature to the attached Order Form hereto, referencing this Agreement and signed by an authorized representative of each Party, identifying the prices, payment terms and timelines applicable to the identified Products. Each Schedule is incorporated by reference herein. Multiple or additional Products may be denoted on Order Form-1, A-2, A-3, etc.

"Services" means additional professional services such as web interface, configuration, customization, data management, reporting, analysis, training or consulting as described in a Order Form.

"Scheduled Maintenance" means maintenance of which Connecture uses commercially reasonable efforts to notify Customer in advance. Connecture may perform Scheduled Maintenance at any other time provided that Connecture gives Customer notice of such Scheduled Maintenance a calendar week in advance, unless due to an emergency situation. Connecture will use commercially reasonable efforts to minimize the impact of other Scheduled Maintenance on the availability of the Hosted System;

"Site Outage Time" means minutes based on the total outage time minus the outage time that is a result of any excluded components. An outage occurs when: Connecture detects an outage or when Connecture verifies that an outage has occurred after Connecture receives an outage report from Customer's authorized point of contact that they are unable to access and/or use the Hosted System or any component thereof, and is measured from the time Connecture detects or receives a Customer notification regarding such a problem until the time the Customer authorized point of contact is again able to access and use the Hosted System. By way of example and not as a limitation, an outage would occur if all Users were unable to log in to the Hosted System, if a "Site Not Found" or "Page Cannot Be Displayed—Error 500" or "Page Cannot be Found—Error 404" error page was displayed when attempting to access the Hosted System or a location within the Hosted System, or if a SQL server error on default (home) page was generated.

"Software" means the designated version of a computer software program that Connecture licenses to Customer, or to which Customer has access pursuant to this Agreement, including Standard Updates and Custom Updates, as applicable and outlined in a Order Form, for such program.

"Source Code" means the human readable embodiment of the software code, in or on any electronic media, and all related documentation or descriptions of design for such software.

"Standard Updates" means all modifications, updates, revisions and fixes to a Product that are required to maintain functionality as described in an existing Order Form or generally made available to Connecture's customers at no additional cost.

"Useable Data" means complete, readable Customer Data, conforming to the source data standard set forth in the applicable Order Form and the Documentation, which has been tested and inspected by Connecture and determined to be Useable Data by Connecture.

2. Connecture Products.

2.1 Pursuant to the terms and conditions of this Agreement, Customer may order Products from Connecture. The Parties shall sign an Order Form identifying the applicable Products and Services, project timeline if applicable, other project specific requirements and payment terms. Customer shall have the right to receive only the Products specified on a fully executed Order Form. To the extent the terms of an Order Form conflict with the terms of this Agreement, the terms of the Order Form shall control unless otherwise expressly provided. Pre-printed terms and conditions on any Customer generated purchase order shall not become part of this Agreement, or any Order Form issued hereunder, and shall be of no force or effect. All orders submitted by Customer are subject to Connecture's written acceptance.

2.2 Except as otherwise provided in this Agreement or an Order Form, the following shall apply to Customer's use of the Products:

(a) Connecture hereby grants to Customer a nonexclusive, limited, non-transferable, non-assignable (except as provided in Section 13 (c)) license to use, access and sublicense to Authorized Users the Products in the United States, as more fully provided on the applicable Order Form. Customer, and its Authorized Users, may use the Products only as permitted in, and in accordance with, this Agreement and any applicable Order Form issued hereunder.

(b) Customer shall have no right to allow any person or entity that is not an Authorized User to access or use the Product(s) directly or indirectly in any way, unless otherwise specifically provided in an Order Form.

(c) Customer and its Authorized Users shall not (i) copy, reproduce, modify, create derivative works from, or excerpt any of the Products, (ii) distribute, rent, sublicense, share, transfer or lease the Products other than as authorized in Section 2.2(a); (iii) attempt to reverse engineer or otherwise obtain copies of the Source Code for the Software; (iv) attempt to de-encrypt or otherwise reverse engineer the Products in an attempt to obtain the identities of persons, payers or providers; (v) interfere with or disrupt the integrity or performance of the Products or the data contained therein; or (vi) attempt to gain unauthorized access to the Products or its related systems or networks.

(d) If Customer obtains through Connecture any Software or data owned by a third party, the third party software or data will be subject to the terms and conditions of such third party vendor terms of use (including, but not limited to, any end-user agreement that Customer must accept as a condition of installation of the third party Software and/or data) and this Agreement.

(e) Except as expressly permitted in the Product Documentation, Customer shall not pre-fetch, cache, or store any Products or Connecture Data. Customer may not use the Products to create new applications related to Connecture Data, including but not limited to, a local database of therapeutic alternatives or to perform batch analyses. Notwithstanding the foregoing, within the context of a single end user session, API responses may be stored and re-used within a single end user session.

(g) Upon reasonable advance notice, Connecture may review Customer's use of the licensed Products to determine compliance with this Agreement. Connecture may suspend access to the licensed Products if it has reason to believe Customer is using such Product in violation of this Agreement or an applicable Schedule.

2.3 Connecture shall furnish to Customer only the Product updates provided based on an applicable Order Form. Connecture may periodically make release Standard Updates generally made available to Connecture's customers. Custom Updates shall be installed at Customer's request via an applicable Order Form or Change Order and charged

based on a "time and materials" basis or as otherwise mutually agreed by the Parties. New Functionality, not part of a Standard Update, may be installed at Customer's request provided Customer agrees to pay increased fees for the relevant functionality and associated services costs, which fees shall be negotiated on a case-by-case basis and described in a subsequent Order Form.

Connecture may change its Products, at its sole discretion, from time to time in order to comply with regulatory requirements and/or to enhance the Products. Any such Product changes shall not materially degrade the Products functionality. While Connecture may make updates to its Products to comply with regulatory requirements, it is the customer's sole responsibility to determine whether or not Customer is in compliance with all applicable legal and regulatory requirements that apply to customer's web sites, products, data or services.

2.4 Customer may not remove or alter any Connecture, or any other third party, trademark, proprietary or intellectual property markings or notices that are affixed to, or contained in, the Product. Customer may not: (a) place any markings or notices on or in the Product indicating or suggesting that Customer is the copyright owner of any portion of the Product; (b) use Private Label Trademarks that are substantially similar to or otherwise infringe upon any trademark of Connecture or any third party; or (c) use Private Label Trademarks or other markings or notices in such a manner as to be likely to cause confusion or mistake as to the relationship between Connecture and Customer. Customer represents and warrants to Connecture that Customer owns or has a license to use the Private Label Trademarks as provided in this Agreement.

3. Customer's Responsibilities.

3.1 Customer will provide and maintain all computer equipment (computer and internet access/connection) necessary to connect to the Products and access Connecture Data and reports generated by the Product. If an Order Form requires Customer to deliver Customer Data to Connecture, Customer shall provide Connecture with all Useable Data, in an agreed upon format, as necessary for Connecture to fulfill its obligations hereunder. Connecture will not be liable in the event Connecture is unable to provide the Products hereunder because of Customer's failure to deliver Useable Data. Continued use of, and access to, the Products may be contingent upon receipt of Useable Data. Connecture's ability to perform its obligations hereunder is dependent upon Customer's timely completion of its obligations hereunder and Connecture shall not be responsible for delays, errors or omissions caused by Customer non-compliance hereunder.

3.2 Customer shall be responsible for its Customer Data, for its data entry activities, and for the accuracy of the Customer Data. Customer agrees that the Customer Data it provides to Connecture under this Agreement is true and accurate, to the best of Customer's knowledge. Connecture shall not be responsible for errors in Customer Data input or edited by Customer or a third party, or for errors in the Product if said errors result from errors or omissions in Customer Data input or edited by Customer or a third party, or from Customer's failure to comply with this Agreement. Each party shall promptly notify the other party if it suspects or discovers any errors in Customer Data. Customer is responsible for obtaining permission or any releases necessary for the delivery, or use, of Customer Data to/by Connecture.

3.3 Customer shall be responsible for complying with any applicable requirements related to its affiliated brokers or agents, including but not limited to applicable licensing and conduct regulations, federal regulatory requirements or requirements imposed by state regulatory entities or carriers. Customer shall assist Connecture in a timely manner in responding to any requests for information with respect to any regulatory entity regarding Customer's brokers or agents.

4. Ownership.

4.1 The Parties acknowledge that, as between Connecture and Customer, Customer owns all Customer Data. Customer hereby grants to Connecture a nonexclusive, limited, non-transferable, non-assignable (except as provided in Section 13 (c)) license to copy and store Customer Data onto Connecture servers or other equipment as needed to fulfill its obligations under this Agreement, and the right to sublicense the foregoing to affiliates. During and after the term of this Agreement, Connecture may use, combine and transfer the Customer Data and information derived from Customer Data for Connecture's use in preparing normative and benchmark data and databases, for the purposes of research and analysis, as well as to provide performance related insights to Medicare Plans. Connecture's use and storage of Customer Data shall comply with applicable laws and the confidentiality obligations herein.

4.2 The Parties acknowledge that, as between Connecture and Customer, Connecture and its licensors exclusively own all right, title and interest in and to the Products and Documentation, together with all modifications and derivative works thereof, and all related intellectual property rights. Customer shall not at any time, directly or indirectly, challenge the scope, validity or ownership of Connecture's rights in the Products or do any act that could reasonably be expected to impair the scope, validity or ownership of such rights. Each Party agrees to promptly notify, in writing, the other Party upon gaining knowledge of any infringement, dilution or similar harm to the other Party's intellectual property or information.

6. Prices and Payment.

Customer shall pay to Connecture the fees and expenses specified in the applicable Order Form. If Connecture travels at Customer's request, Customer shall reimburse Connecture for pre-approved travel expenses incurred by Connecture. Unless otherwise agreed to in an Order Form, undisputed invoiced amounts are due within thirty (30) days from the date of invoice. In the event Customer reasonably disputes any invoiced amount, Customer shall provide Connecture with detailed written notice of the disputed amount within thirty (30) days from the date of invoice. Customer's failure to provide Connecture with notice of disputed invoiced amounts within the timeframe noted above shall be deemed to be Customer's acceptance of the content of such invoice. Connecture may immediately suspend all activities and licenses hereunder in the event Customer does not pay all amounts owing by the due date.

6.1 Interest shall accrue on any past due amounts under this Agreement at twelve percent (12%) per annum. Upon Connecture determining that Customer is owed a credit of any kind, Connecture shall, in its sole discretion, either itemize each such credit on a separate credit memo and submit the credit memo to Customer, or apply the outstanding credits to unpaid invoices.

6.2 All prices noted in an Order Form do not include applicable taxes and unless otherwise indicated, Customer shall be responsible to pay when due or levied all sales, excise, use or other similar taxes for any Products purchased hereunder. Customer shall not be liable for taxes based upon Connecture's property or net income.

7. Warranties.

7.1 Customer warrants that: (a) Customer has the full legal right to deliver all Customer Data to Connecture, and to authorize Connecture's use of such Customer Data as provided herein; (b) the Customer Data does not violate or infringe

the Intellectual Property Rights of any person or entity; and (c) Customer and its Authorized Users will comply with the restrictions and other terms and conditions contained in this Agreement and each Order Form issued hereunder.

7.2 Connecture warrants that for the term of the applicable Order Form: a) Connecture has the right to license and provide access to the Products as provided herein; b) Connecture shall fulfill its obligations hereunder in a timely, professional, workmanlike manner, in compliance with standard industry practices; c) the Products do not contain any known virus, Trojan horse, worm, software lock, drop dead device or any other limiting routine; and d) the Products will perform, in all material respects, in accordance with the Documentation. If a Product fails to perform in accordance with the Documentation, Customer shall provide Connecture with written notification describing, in detail, the suspected deficiency or Product dysfunction. Connecture shall repair or replace the applicable portion of the Product at issue. If Connecture determines, in its sole discretion, that it is not feasible to repair or replace the Product at issue, then Connecture will issue Customer a refund of the fees received by Connecture for the remaining Service Term, as specified in the applicable Order Form, for the Product at issue.

This warranty is void if Customer: (a) modifies the Product (other than basic configurations as outlined in the Documentation); (b) uses the Product in any manner which is not allowed under this Agreement; or (c) allows unauthorized persons to use or access the Product.

7.3 The remedies noted in Section 7.2 shall be Customer's sole and exclusive remedies for any breach of the warranties set forth herein. Connecture shall have no liability under this Agreement in the event a breach of the warranties contained herein is: a) a result of circumstances outside of Connecture's control; b) due to factors and/or circumstances outside of Connecture's network; or c) due to third party errors or omissions.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 7.2, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. CONNECTURE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES WHATSOEVER CONCERNING THE USE AND PERFORMANCE OF THE PRODUCTS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, ACCURACY OR NATURE OF THE CONNECTURE DATA, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. CONNECTURE DOES NOT WARRANT THAT THE USE OF THE PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER ASSUMES ALL RISK FOR THE SELECTION AND USE OF THE PRODUCTS AND THE CUSTOMER DATA STORED OR MANIPULATED THEREON. WITHOUT LIMITING THE FOREGOING, CONNECTURE SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMISSIONS REGARDING THE DATA OR ANY DELAYS IN OR INTERRUPTIONS OF DELIVERY OF THE DATA.

CUSTOMER ACKNOWLEDGES THAT CERTAIN FEATURES OF THE PRODUCTS MAY BE PROVIDED BY A THIRD PARTY, AND CONNECTURE DOES NOT ASSUME ANY RESPONSIBILITY FOR THE PRODUCTS, SERVICES OR ACTIONS OF ANY THIRD PARTIES. CUSTOMER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES ARE AGAINST THE THIRD PARTY VENDOR AND NOT AGAINST CONNECTURE.

8. Indemnification and Limitation of Liability.

8.1 **Connecture Indemnification**. Connecture will indemnify and defend, at its expense, any action brought against Customer to the extent that it is based on a claim that the use of the Product, within the scope of this Agreement, infringes upon a U.S. patent, U.S. trade secret or U.S. copyright of a third party. In addition, Connecture will indemnify Customer from any costs, damages, fees and/or settlement(s) which are attributable to such claim and finally awarded or agreed upon in writing by Connecture, provided that Customer: a) notifies Connecture in writing promptly after receipt of the claim; b) permits Connecture to defend, compromise, or settle the claim; and c) provides all available information, assistance and authority to enable Connecture to fulfill its obligations hereunder. Customer will have no authority to settle any claim on behalf of Connecture. Connecture shall have no obligation to defend or indemnify Customer in the event the Customer fails to provide timely notice as required herein, or if the Product was modified or combined with other products, processes or materials not supplied, or authorized in writing, by Connecture.

In Connecture's sole opinion, should the Product become, or likely become, the subject of a claim of infringement of a patent, trade secret, or copyright, Connecture may: (i) procure for Customer the right to continue to use the Product; or (ii) replace or modify the Product to negate the possible infringement claim, provided that the same material functionality is achieved by the replacement or modified Product. If Connecture is unable to reasonably provide those remedies, Connecture will refund any prepaid fees for the infringing Product, prorating the refund based upon the remaining time in the current, prepaid period. The foregoing is Customer's sole and exclusive remedy for infringement of any patent, trade secret or copyright by the Product.

Customer agrees and acknowledges that Connecture: (a) has no knowledge of the circumstances under which the Product may be used by Customer or any Authorized User; (b) assumes no responsibility or liability for any aspect of Customer's business, product or services provided in conjunction with Customer's use of the Product; and c) assumes no liability for medical care, health care or insurance decisions made by any Authorized User of the Product.

8.2 **Customer Indemnification.** Customer agrees to indemnify, defend and hold Connecture harmless from and against all claims, proceedings, damages, liabilities, and costs, including reasonable attorneys' fees, arising out of (a) Connecture's authorized access to, or use of, the Customer Data; (b) any act, error, omission or breach by Customer, Customer's Representative, an Authorized User or an Affiliate under this Agreement; and (c) the use of a Private Label Trademark, to the extent such liability would not have arisen in the absence of the use of such trademark.

8.3 **Limitation of Liability.** Except for a Party's indemnification obligations noted in Section 8.1 and 8.2 and payment obligations, Connecture's entire liability and exclusive remedy for any damages directly caused by any Product defect or failure, or arising from the performance or non-performance of this Agreement, regardless of form of action, whether in contract, tort, including negligence, strict liability or otherwise, shall not exceed the aggregate amount paid to Connecture by Customer, in accordance with the applicable Order Form, during the calendar year during which the cause of action arose.

IN NO EVENT SHALL CONNECTURE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, SAVINGS OR REVENUES OF ANY KIND INCLUDING ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF DATA, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATING TO THIS AGREEMENT.

8.4 No action or proceeding against Connecture pursuant to this Agreement may be commenced more than one (1) year after the cause of action arises. The limitations and remedies set forth in Sections 7 and 8 shall survive the failure of any exclusive remedy set forth in this Agreement.

9. Confidentiality.

9.1 The Receiving Party agrees not to disclose Confidential Information to any third parties or to any of its Representatives, except those Representatives who have a need to know the Confidential Information in the course of performing duties, receiving services or exercising rights under this Agreement. In such instance(s), the Representatives: (a) shall be made aware that the Confidential Information is confidential and proprietary; and (b) shall be under written, contractual restrictions, no less restrictive than the terms of this Agreement, pertaining to the use, proper treatment and disclosure of confidential and proprietary information. The Receiving Party agrees that it shall treat the Confidential Information with the same degree of care as it accords to its own confidential and proprietary information of a similar nature, and shall use the Disclosing Party's Confidential Information only to fulfill its obligations under this Agreement. Each Party agrees to notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information. Each Party agrees not to disclose or utilize individual patient or medical claim information in any way that would violate any physician-patient confidence or any state or federal laws or regulations. Each Party agrees not to disclose the financial terms of this Agreement to any other Party, except to a party's accountants, attorneys, directors, employees, officers, consultants and agents, or as agreed by the Parties or as compelled by court order.

9.2 If a subpoena or other legal process is served upon the Receiving Party that, pursuant to the requirement of a governmental agency or law, requires the disclosure of Confidential Information disclosed hereunder, the Receiving Party shall notify the Disclosing Party promptly upon receipt of such subpoena or other request for legal process. The Receiving Party will cooperate with the Disclosing Party, at the Disclosing Party's expense, in any lawful effort by the Disclosing Party to contest the legal validity of such subpoena or other legal process. If a protective order or other remedy is not obtained and the Receiving Party is compelled to disclose Confidential Information, or the Disclosing Party waives compliance with the provisions of this Agreement, the recipient shall disclose only that portion of the Confidential Information that the recipient is legally required to disclose in the written opinion of its counsel.

10. HIPAA Compliance.

10.1 In the event that Connecture is acting under this Agreement as a Business Associate to Customer under the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Parties agree to comply with the Business Associate Addendum.

11. Term and Termination.

11.1 The term of this Agreement shall commence upon the Effective Date and shall continue until termination by mutual written agreement of the Parties, termination of all active Schedules hereunder, or termination as otherwise permitted under this Section 11. Individual Order Forms shall expire or terminate in accordance with the term contained therein or as otherwise permitted under this Section 11. In the event the Parties agree to terminate the Agreement for reasons other than breach and an Order Form is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order Form until completion, termination or expiration of said outstanding Order Form.

11.2 If one Party breaches any material provision of this Agreement or an Order Form, the non-breaching Party may begin the process to terminate this Agreement and/or applicable Order Form by giving detailed written notice of termination to the breaching Party. If the breach is capable of being cured and is cured within thirty (30) days after receipt of the notice, the termination shall not become effective. If the breach is not capable of being cured or is not cured within thirty (30) days after receipt of the notice, the non-breaching Party may terminate this Agreement by delivering a second notice to the breaching Party, specifying a termination date not later than sixty (60) days after the expiration of the cure period.

11.3 A Party may terminate this Agreement at any time upon written notice if the other Party files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if a receiver is appointed and such receiver is not discharged within thirty (30) days. Either Party may terminate this Agreement immediately upon written notice to the other Party following a judgment of a governmental authority or court or change in any laws and regulations, including a change in interpretation or enforcement of existing laws and regulations that would make performance of this Agreement unlawful.

11.4 Upon termination or expiration of this Agreement: (a) each Party will return to the other Party or certify as destroyed all tangible items containing any of the other Party's Confidential Information that are held by that Party or its employees, Representatives or Affiliates, other than an archival copy of such or such copies as are necessary to exercise rights granted under this Agreement or obligations imposed by applicable law; (b) Customer shall return all copies of all Products and related materials to Connecture, or destroy same and provide certification to Connecture of the destruction of such Products and materials, within thirty (30) days after termination of this Agreement; and (c) all outstanding payment obligations under this Agreement, if any, will become immediately due and payable.

Upon termination or expiration of an Order Form: (a) each Party will return to the other party or certify as destroyed all tangible items, related to the Order Form at issue, containing any of the other Party's Confidential Information that are held by that Party or its employees, Representatives or Affiliates, other than an archival copy of such or such copies as are necessary to exercise rights granted under this Agreement, the Order Form at issue or obligations imposed by applicable law; (b) Customer shall return all Order Form specific copies of all Products and related materials to Connecture, or destroy same and provide certification to Connecture of the destruction of such Products and materials, within thirty (30) days after termination of the Order Form; and (c) all outstanding payment obligations under the Order Form, if any, will become immediately due and payable. If Customer terminates an Order Form prior to the end of the then current term for any reason other than Connecture's uncured default, then Connecture shall be entitled to the entire fee for the then current term.

12. Insurance.

Connecture agrees, at its expense and during the term of the Agreement, to procure and maintain at a minimum the following insurance coverages. Upon Customer's request, Connecture shall furnish a Certificate of Insurance evidencing the required insurance:

(a) Workers' Compensation. Workers' compensation insurance sufficient to meet statutory liability limits in the state wherein the work is to be performed and employer's liability insurance with minimum limits of $1,000,000.

(b) General Liability. Commercial general liability insurance with coverage of $2,000,000 aggregate; and

(c) Technology E&O. Technology E&O coverage in an aggregate amount of $5,000,000.

13. General.

a. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws and regulations. Neither Customer nor Connecture shall take or fail to take any action that would knowingly cause the other party to be in violation of any statue, law, rule or regulation.

b. Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure in performance of any obligation under the Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of the public enemy, acts of terrorism, war, riots, civil disturbances, insurrections, accidents, power failures, labor disputes, fire, explosions, earthquakes, floods, the elements or any other cause beyond the reasonable control of such Party ("Force Majeure Event"). If any of a party's obligations or performances hereunder (except for the obligations to pay any Fees due hereunder) are materially interrupted or interfered with due to a Force Majeure Event, then the Party's obligations hereunder, shall be suspended during the period of such interruption or interference, and a period of time equivalent to the period or periods of suspension shall be added to the time of performance of this Agreement.

c. Assignment. Neither Party may assign its rights or delegate its obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Connecture may utilize Representative (s) in fulfilling its obligations under this Agreement. Notwithstanding the foregoing, either Party may assign its rights and obligations under the Agreement to a parent or affiliate or as part of a corporate reorganization, consolidation, merger or sale of all or substantially all of its assets and such assignment will be effective without the consent of the other Party, provided that the successor agrees in writing to assume all of the assigning Party's obligations hereunder and has adequate resources to meet its obligations hereunder, and further provided, in the case of Customer, that Customer's successor is not an existing client or customer of Connecture in which case such assignment is not permitted without the written consent of Connecture. Any attempted assignment not in accordance with this Section 13 (c) shall be null and void. This Agreement and all of its provisions shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

d. Governing Law. This Agreement shall be governed by the substantive laws of the State of Delaware and applicable United States federal laws without giving effect to applicable conflict of law's provisions. Nothing in this Agreement shall derogate Connecture's right to comply with law enforcement requests relating to the use of the Products.

e. Dispute Resolution. Prior to the commencement of any legal action, suit or proceeding by a Party, the disputing Party must give written notice to the other Party outlining the dispute and the Parties must promptly attempt in good faith to resolve any dispute relating to this Agreement. Each Party shall designate executive level personnel to meet and confer for purposes of resolving or settling the dispute. All materials delivered and conversations held pursuant to this Section 13 (e) shall be for purposes of settlement.

f. Notices. Any notices of termination relating to this Agreement shall be in writing and will be sent by certified United States mail, postage prepaid, return receipt requested or by overnight courier service, addressed to the Parties as follows:

If to Connecture:

Connecture, Inc.
1433 N Water Street, Suite 400
Milwaukee, WI 53202
Attention: Legal Department

If to Customer:

Attention:

g. Customer Identification. Customer grants Connecture the right to use Customer's name in customer lists and marketing materials.

h. Construction. The captions and/or headings are inserted in this Agreement only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. The words "herein," "hereof," hereunder," "hereto," and other words of similar import refer to this Agreement, and not to any particular section, subsection, or clause contained in this Agreement. The word "including" shall always be interpreted as though immediately followed by the phrase "but not limited to." The schedules, exhibits and other attachments to this Agreement are hereby incorporated into and deemed part of this Agreement. The rule of strict construction shall not apply to this Agreement. Customer and Connecture, and their separate advisors, believe that this Agreement is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of or against either Connecture or Customer merely because of their efforts in preparing it.

i. Severability. If any term or provision of this Agreement or any application thereof is deemed to be illegal, void, or unenforceable, then the same shall not affect the remaining portions of this Agreement or any other application of the same which are not determined to be illegal, void or unenforceable, which remaining provisions and any other such application shall survive and constitute the agreement of the Parties.

j. U.S. Government Users. If Customer uses the Products and/or Connecture technology on behalf of a U.S. Government agency, this Agreement constitutes the entire agreement between the Government agency and Connecture and is binding on government users in accordance with the policy stated at Federal Acquisition Regulation (FAR) [48 CFR] §§ 12.211 and 12.212 (for non-defense agencies) or Defense FAR Supplement (DFARS) [48 CFR] §§ 227.7201 and 227.7202 (for defense agencies). The Connecture technology and Products are commercial items which have been developed at private expense and not under a Government contract. Pursuant to Federal Acquisition Regulation (FAR) [48 C.F.R.] 12.212 (for non-defense agencies) and Defense FAR Supplement (DFARS) [48 C.F.R.] 227.7202-1 for

defense agencies, the Government's rights in the Connecture technology and Products are limited to those rights granted in this Agreement.

k. Survival. All payment obligations owed by Customer that accrued during the term of the Agreement shall remain in full force after termination of the Agreement until paid in full. In addition, any provision of this Agreement that expressly, by implication, or necessity, contemplates performance or observance subsequent to the termination or expiration of this Agreement will survive the termination or expiration of this Agreement, and continue in full force and effect.

l. Integrated Agreement. This Agreement, including each Order Form, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings including, but not limited to, any non-disclosure agreement previously agreed to and signed by the Parties. Representations or statements not contained in this Agreement shall not be binding upon the Parties. This Agreement may be modified only in a writing signed by authorized representatives of each party. The Parties explicitly acknowledge and agree that neither has executed this Agreement in reliance upon any representation or statement made by the other that is not expressly contained in this Agreement.

m. No Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto and their successors and assigns.

n. Counterparts. The Parties agree that this Agreement may be executed in one or more counterparts, which together with constitute an original.