HelpMeChooseBenefits.com, Inc.

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the "Agreement") is entered into upon execution of an Order Form referencing it, between the customer identified in that Order Form ("Subscriber") and HelpMeChooseBenefits.com, Inc., an Iowa corporation with its principal place of business at 1219 N. B Street, Indianola, IA 50125 ("HMCB"). HMCB owns and operates the Help Me Choose Benefits® decision-support platform, which Respondents use to compare and select insurance and other benefits based on user-identified criteria. In consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

1. DEFINITIONS

"Administrative Portal" means the web-based portal through which Administrators configure and manage Organizations, Surveys, benefit plans, branding, and Reports.

"Administrator" means an individual authorized by Subscriber to configure or administer the Services on behalf of Subscriber or an Organization.

"Authorized URL" means a URL associated with Subscriber or an Organization through which Respondents access the Services.

"Confidential Information" means non-public business, technical, financial, security, product, or pricing information disclosed by a party that is marked confidential or that reasonably should be understood to be confidential; HMCB's includes the Services and the models, prompts, algorithms, and methods in them.

"Fees" means the fees stated in an Order Form.

"Order Form" means an ordering document executed by the parties identifying the Services, Fees, usage limits, pricing model, Subscription Term, and any additional commercial or implementation terms.

"Organization" means an employer group, client, or other entity configured by or for Subscriber to use the Services.

"Personal Information" means information that identifies or can reasonably be linked to an individual under applicable law, including protected health information ("PHI").

"Plan Year" means the benefit plan year for which an Organization is configured in the Services, including the associated open-enrollment period that typically begins in the preceding calendar year and continued access during that plan year (for example, for newly eligible employees).

"Reports" means the results of Surveys and related analytics made available through the Services.

"Respondent" means an employee or other end user who accesses a Survey, recommendation, or educational experience through the Services.

"Services" means the Help Me Choose Benefits platform hosted by HMCB, including the Administrative Portal, Surveys, recommendation and AI functionality, Reports, documentation, and updates HMCB makes generally available.

"Subscriber Data" means data, content, benefit plan information, branding, and configuration submitted to the Services by or on behalf of Subscriber, excluding the Services and de-identified or aggregated data.

"Subscription Term" means the subscription period stated in an Order Form.

"Survey" means a survey offered through the Services allowing Respondents to compare and select benefits based on Respondent-identified criteria.

Other capitalized terms are defined where they first appear. "Including" means "including without limitation."

2. SUBSCRIPTION AND ACCESS

2.1 Grant. Subject to this Agreement, the applicable Order Form, and payment of Fees, HMCB grants Subscriber a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to permit its Organizations and Respondents to access and use the Services through the Authorized URL(s) for Subscriber's internal business purposes and for Respondents to compare and select benefits. The Services are a subscription, not a license or sale of software, accessed only through the Authorized URL(s), and no title or ownership passes to Subscriber.

2.2 Reserved Rights. HMCB and its licensors own and reserve all right, title, and interest in the Services and all related intellectual property rights (patents, copyrights, trade secrets, database and design rights, trademarks, and know-how, whether registered or not) ("Intellectual Property Rights"), which are trade secrets and proprietary property of HMCB. Except

for the limited rights expressly granted, Subscriber receives no rights in the Services. HMCB may update or modify the Services, including by replacing third-party or AI providers, provided it will not materially reduce the core functionality purchased during the then-current Subscription Term.

2.3 Order Forms. Each Order Form is part of this Agreement and, in case of conflict, controls as to the Services and commercial terms it covers. Fees, usage limits, the pricing model (for example, usage-based, per-employee-per-month, percentage of premium, or fixed subscription), the Subscription Term, and the scope of any implementation are set forth in the Order Form. A purchase order is for administrative convenience only and does not modify this Agreement.

3. IMPLEMENTATION

3.1 Implementation & Deemed Acceptance. Implementation may be performed by HMCB or completed by Subscriber or its Organizations on a self-service basis, as stated in the Order Form; the scope and fees for any HMCB-provided implementation, configuration, training, custom development, or integration are set forth in the Order Form or a statement of work. Where HMCB configures the Services, it will make the configuration available for review before go-live; if Subscriber does not provide written change requests by the go-live date (or, if none is stated, within ten (10) business days after the configuration is made available or within five (5) business days of when the configuration is set to go live), the configuration is deemed reviewed and approved. Subscriber and each Organization are solely responsible for the accuracy, completeness, and compliance of the benefit plan content and configuration it supplies or approves.

3.2 Third-Party Implementers. If any person or entity other than HMCB implements, configures, integrates, or deploys the Services for or on behalf of Subscriber or an Organization, HMCB has no liability of any kind arising from or relating to that party's work or any error, omission, or delay of that party.

3.3 Support & Availability. HMCB will provide commercially reasonable support to Subscriber during its normal business hours; no Organization-level or Respondent support will be handled by HMCB unless otherwise contracted. HMCB will use commercially reasonable efforts to keep the Services available, subject to maintenance, third-party and internet failures, and force majeure; unless an Order Form includes a service-level commitment, no uptime guarantee or credit applies.

4. SUBSCRIBER RESPONSIBILITIES AND RESTRICTIONS

4.1 Responsibilities. Subscriber shall: (a) be responsible for its own, its Organizations', Administrators', and Respondents' compliance with this Agreement; (b) be responsible for the accuracy, quality, and legality of Subscriber Data; (c) use commercially reasonable efforts to prevent unauthorized access and promptly notify HMCB of any suspected unauthorized access or credential misuse; (d) use the Services in accordance with this Agreement, HMCB's documentation and guidelines, and applicable law; and (e) safeguard against malware in its own environment and remain responsible for its actions and transmissions.

4.2 Restrictions. Subscriber shall not, and shall not permit any third party to: (a) sell, resell, sublicense, rent, distribute, or otherwise commercially exploit or make the Services available to any third party except as authorized in an Order Form; (b) copy, modify, translate, reverse engineer, decompile, or attempt to discover the source code, models, prompts, algorithms, or trade secrets of the Services, except to the limited extent applicable law prohibits this restriction; (c) use the Services or HMCB's Confidential Information to build or support a competing product or service; (d) access the Services for competitive benchmarking or security testing without HMCB's written consent; (e) circumvent usage limits or security controls, introduce malicious code, interfere with the Services, or attempt unauthorized access; (f) remove or obscure proprietary notices or use HMCB's marks without written permission; or (g) access the Services other than through an Authorized URL or in violation of law or the rights of any person.

4.3 Organizations. Subscriber's Organizations may access and use the Services only as part of Subscriber's subscription and subject to this Agreement. All restrictions, data-handling and data-minimization obligations, security responsibilities, and other Subscriber obligations apply equally to each Organization, and references to "Subscriber" in those obligations include its Organizations. Subscriber is responsible and liable for its Organizations' access, use, and acts or omissions as if they were Subscriber's own.

5. FEES, PAYMENT, AND TAXES

5.1 Fees. Subscriber will pay the Fees stated in each Order Form. Unless stated otherwise, invoices are due within thirty (30) days of the invoice date in U.S. funds, and Fees are non-cancelable and non-refundable once paid except as expressly provided in this Agreement. Overages are billed only at the rate or basis stated in the Order Form.

5.2 Taxes & Late Payment. Fees exclude sales, use, and similar transaction taxes, for which Subscriber is responsible (excluding taxes on HMCB's net income). Undisputed amounts not paid when due accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law, plus reasonable collection costs.

6. DATA — PRIVACY, SECURITY, AND MINIMIZATION

6.1 Data Minimization. The Services are designed for an anonymous or minimally identified Respondent experience and, in HMCB's standard configuration, do not require Social Security numbers, medical records, or other sensitive identifiers. Neither Subscriber nor its Organizations shall direct Respondents to submit sensitive Personal Information unless the parties expressly agree to the use and safeguards in writing. For any custom configuration, integration, or deployment within Subscriber's or a third party's systems, or otherwise outside HMCB's standard hosted environment, the Order Form or statement of work allocates the related responsibilities, and HMCB is not responsible for data or systems outside its control.

6.2 Security. HMCB will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Subscriber Data in its custody or control, including access controls, encryption in transit, reasonable backup, vulnerability and dependency management, and incident response appropriate to the Services. HMCB will notify Subscriber without undue delay after confirming a security incident resulting in unauthorized access to or disclosure of Personal Information in HMCB's custody or control; such notice is not an admission of fault.

6.3 Privacy & Subprocessors. HMCB may process Personal Information to provide, secure, support, and improve the Services and as permitted by this Agreement and its privacy policy, and may use subprocessors, remaining responsible for their performance and imposing appropriate confidentiality and security obligations on them. Each party will comply with the privacy laws applicable to its own activities and, if required, execute a mutually acceptable data processing addendum.

6.4 De-Identified Data. HMCB may create and use de-identified and aggregated data that does not identify Subscriber, an Organization, or an individual for analytics, benchmarking, security, product improvement, and other lawful purposes, and will not attempt to re-identify it.

7. ARTIFICIAL INTELLIGENCE; DECISION SUPPORT

7.1 AI Features. The Services may use artificial intelligence and machine-learning features to generate educational explanations, benefit recommendations, translations, summaries, or other output, which may vary, may not be complete or error-free, and must be considered together with the applicable benefit plan documents and Subscriber-supplied information.

7.2 Decision Support Only. The Services provide educational decision support only and do not provide legal, tax, accounting, investment, medical, fiduciary, or individualized insurance advice, and HMCB does not act as an insurance producer, plan administrator, fiduciary, or healthcare provider. Respondents remain solely responsible for their enrollment decisions, and Subscriber remains solely responsible for the benefit plans and materials it offers. The Services are not designed to be relied upon as the sole basis for any benefit, financial, legal, or medical decision.

7.3 Model Flexibility & Improvement. HMCB may select, replace, configure, or update AI models, prompts, and providers in its discretion, subject to its confidentiality, security, and material-functionality obligations. HMCB may use de-identified and aggregated information to improve the Services and will not use Subscriber's Confidential Information or Personal Information to train a publicly available, general-purpose AI model unless Subscriber agrees in writing.

8. INTELLECTUAL PROPERTY

8.1 Ownership. All right, title, and interest in the Services and all Intellectual Property Rights are owned by HMCB (or its licensors) and are trade secrets and proprietary information of HMCB; no rights are granted to Subscriber except as expressly stated. Subscriber will not remove or obscure proprietary notices. As between the parties, Subscriber retains its Subscriber Data and grants HMCB a right to host, process, and display it as needed to provide and improve the Services. "Help Me Choose Benefits" and the associated names and logos are trademarks of HMCB, and Subscriber acquires no right to use them except as expressly permitted in Section 15.4 (Publicity).

8.2 Feedback & Analytics. Suggestions or feedback Subscriber provides regarding the Services are assigned to HMCB and may be used without restriction. HMCB retains title to analytics and de-identified or aggregated data derived from the Services and may use them consistent with Section 6.4.

8.3 Marketing Examples. Subscriber grants HMCB a non-exclusive, royalty-free license to use screenshots and examples of Subscriber's branded or configured instance of the Services in HMCB's demonstrations and marketing, consistent with Section 15.4.

8.4 IP Claims. HMCB will defend and indemnify Subscriber against a third-party claim alleging that Subscriber's authorized use of the Services infringes a United States patent, copyright, or trademark, and will pay the damages and costs finally awarded against Subscriber or agreed by HMCB in settlement, subject to this Section and the procedure in Section 11.3. In response to such a claim, HMCB may, at its option and expense: (a) procure the right for Subscriber to continue using the Services; (b) modify or replace the affected Services with materially equivalent, non-infringing functionality; or (c) terminate the affected Order Form and refund prepaid, unused Fees. The foregoing states Subscriber's sole and exclusive remedy for third-party intellectual property claims. HMCB has no obligation for claims arising from Subscriber Data or content; modification or unauthorized use of the Services; combination of the Services with items not supplied by HMCB; AI-generated output or reliance on it; or use after a non-infringing alternative is made available. HMCB's total liability under this Section will not exceed the lesser of two (2) times the Fees paid or payable under the affected Order Form in the twelve (12) months preceding the claim, or fifty thousand dollars ($50,000). The limitation in this Section includes all defense costs, attorneys' fees, settlements, judgments, refunds, and other amounts incurred or payable by HMCB arising from the claim.

8.5 Equitable Relief. Unauthorized use or disclosure of a party's Intellectual Property Rights or Confidential Information may cause irreparable harm for which damages are inadequate, and the affected party may seek injunctive relief without posting bond, in addition to its other remedies.

9. CONFIDENTIALITY

9.1 Obligations. The receiving party will use the disclosing party's Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel, advisors, and subprocessors who need to know and are bound by confidentiality. Confidential Information excludes information that is or becomes public without breach, was lawfully known without restriction, is lawfully received from a third party, or is independently developed. Disclosure required by law is permitted with prompt notice and reasonable cooperation, at the disclosing party's expense, to seek protective treatment.

9.2 Duration. These obligations continue during the Term and for five (5) years afterward, except that trade secrets remain protected for as long as they qualify as trade secrets under applicable law.

10. WARRANTIES AND DISCLAIMER

10.1 Authority. Each party represents that it has the power and authority to enter into this Agreement, and Subscriber represents that it has the rights and consents necessary for HMCB to use Subscriber Data as contemplated.

10.2 DISCLAIMER. THE SERVICES, AI FEATURES, AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR HMCB'S EXPRESS OBLIGATIONS UNDER SECTION 8.4, HMCB DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND DOES NOT WARRANT THAT THE SERVICES OR ANY OUTPUT WILL MEET SUBSCRIBER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, OR BE SUITABLE FOR ANY PARTICULAR BENEFIT DECISION. SUBSCRIBER ASSUMES THE ENTIRE RISK OF SELECTING AND USING THE SERVICES.

11. INDEMNIFICATION

11.1 By Subscriber. Subscriber will indemnify and hold harmless HMCB and its affiliates, and their officers, directors, members, managers, employees, and agents (the "Indemnified Entities"), from third-party claims and expenses, including attorneys' fees, arising from (a) Subscriber Data or the content, materials, logos, or images of Subscriber or its Organizations; (b) the benefit plan content, enrollment materials, configuration, or the approval or sign-off of any configuration or content by Subscriber or its Organizations; (c) breach of this Agreement or violation of law or third-party rights by Subscriber or its Organizations; or (d) any claim brought by or on behalf of a Subscriber's Organization or Respondent, or their personnel or end users, arising from or relating to the Services, the benefit plans or enrollment, or any recommendation, decision, content, or configuration, regardless of whether HMCB received any Fees from that Organization or Respondent. Subscriber's obligations under this Section 11.1 do not apply to the extent a claim results from HMCB's material breach of this Agreement, gross negligence, willful misconduct, or violation of applicable law.

11.2 By HMCB. HMCB will indemnify Subscriber against third-party claims to the extent arising from HMCB's breach of its security obligations in Section 6.2.

11.3 Procedure. The indemnified party will give prompt notice, reasonable cooperation at the indemnifying party's expense, and sole control of the defense; no settlement imposing liability or obligations on the indemnified party may be made without its consent, not unreasonably withheld.

12. LIMITATION OF LIABILITY

12.1 EXCLUDED DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY.

12.2 CAP. EXCEPT FOR THE EXCEPTIONS BELOW, EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THE AFFECTED ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. IN THE EVENT THE LIABILITY PERTAINS TO A SPECIFIC ORGANIZATION UNDER A SUBSCRIBER, THIS LIMIT WILL BE THE FEES PAID OR PAYABLE SPECIFIC TO THAT PARTICULAR ORGANIZATION. THIS IS AN AGGREGATE CAP ON HMCB'S TOTAL LIABILITY TO SUBSCRIBER AND ALL OF ITS ORGANIZATIONS AND RESPONDENTS TAKEN TOGETHER, AND IS NOT INCREASED BY THE NUMBER OF CLAIMS OR CLAIMANTS. HMCB'S LIABILITY FOR THIRD-PARTY INTELLECTUAL PROPERTY CLAIMS IS GOVERNED BY THE SEPARATE LIMIT IN SECTION 8.4.

12.3 Exceptions. The cap does not limit: (a) Subscriber's payment obligations; (b) Subscriber's indemnification obligations or liability arising from the content, materials, or approvals of Subscriber or its Organizations or their breach of Section 4; (c) either party's fraud, gross negligence, or willful misconduct; or (d) liabilities that cannot be limited under applicable law.

13. TERM, SUSPENSION, AND TERMINATION

13.1 Term & Renewal. This Agreement begins on the effective date of the first Order Form and continues until all Order Forms expire or terminate. Unless otherwise stated on the Order Form, each Order Form renews for successive one-year terms unless either party gives written notice of non-renewal at least thirty (30) days before the end of the term. Each renewal is subject to a 10% increase in fees unless otherwise stated on the Order Form. HMCB will give at least sixty (60) days' notice of any renewal price change other than the above.

13.2 Suspension. HMCB may suspend access, in whole or part, on notice where: (a) Fees are more than thirty (30) days past due after written notice; (b) use threatens the security, integrity, or availability of the Services or others; (c) use is unlawful, fraudulent, or abusive or violates this Agreement; or (d) suspension is required by law. HMCB will use reasonable efforts to limit the scope and duration of a suspension and restore access once the cause is resolved; suspension does not relieve payment obligations.

13.3 Termination. Either party may terminate for the other's material breach not cured within thirty (30) days of written notice, or immediately on the other's insolvency or bankruptcy not dismissed within sixty (60) days. If HMCB reasonably determines that continued use poses a material risk of harm to HMCB, Subscriber, a Respondent, or a third party, HMCB may suspend the affected Services immediately while it investigates and will provide an opportunity to cure where reasonably possible; HMCB may terminate on notice if the risk is severe or cannot reasonably be cured, or as required by law.

13.4 Effect. On termination, Subscriber's access ends, accrued amounts become due, and Subscriber will cease use and return or destroy HMCB's Confidential Information (it may retain Subscriber Data). If Subscriber terminates for HMCB's uncured breach, or HMCB terminates to prevent harm without Subscriber's breach, HMCB will refund prepaid, unused Fees for the terminated Subscription Term; if HMCB terminates for Subscriber's uncured breach, the remaining committed Fees become due, subject to any mitigation required by law. For thirty (30) days after termination, HMCB will on request make Subscriber's then-available standard Reports or exportable Subscriber Data available, unless prohibited by law or the termination resulted from unlawful use or a material security risk. Sections that by their nature should survive (including 2.2, 4, 5, 6, 8–12, this 13.4, 14, and 15) survive.

14. NON-SOLICITATION AND ANTI-REPLICATION

14.1 Non-Solicitation. During the Term and for twelve (12) months afterward, neither party will knowingly solicit for employment or engagement any employee or contractor of the other whom it came to know through this Agreement; this does not restrict general public job postings or hiring a person who responds on their own initiative.

14.2 Anti-Replication. Subscriber will not, and will not enable any third party to, use any current or former HMCB employee or contractor together with HMCB's Confidential Information or trade secrets to design, develop, replicate, reverse engineer, reproduce, or assist in creating any product or service that reproduces the Services or their functionality. This Section is in addition to Section 4 and the confidentiality obligations of this Agreement.

15. GENERAL PROVISIONS

15.1 Governing Law; Disputes. This Agreement is governed by the laws of the State of Iowa, without regard to conflict-of-law principles, and the state and federal courts in Polk County, Iowa have exclusive jurisdiction, to which each party consents. Before filing suit, the parties will attempt in good faith for at least thirty (30) days to resolve the dispute through authorized executives, except that either party may seek immediate injunctive relief to protect its Confidential Information or Intellectual Property Rights. If HMCB brings an action to collect undisputed Fees that are past due under this Agreement and prevails, Subscriber will reimburse HMCB's reasonable costs and attorneys' fees incurred in that action.

15.2 Notices. Notices must be in writing to the contact in the Order Form, with notices to HMCB sent to contact@helpmechoosebenefits.com, and are effective on personal delivery, confirmed courier delivery, or the first business day after email transmission without a failure notice; termination and breach notices must use a method providing delivery confirmation.

15.3 Assignment. Neither party may assign this Agreement without the other's prior written consent, except to an affiliate or in connection with a merger, reorganization, or sale of substantially all assets, on notice and provided the assignee is not a direct competitor of the non-assigning party and assumes all obligations. It binds the parties' permitted successors and assigns.

15.4 Publicity. HMCB may identify Subscriber by name and use its name and logo on HMCB's website and in customer lists, following Subscriber's reasonable written trademark guidelines and ceasing such use within a reasonable time after Subscriber's written request. Any press release, public testimonial, quotation attributed to Subscriber, or case study identifying Subscriber requires Subscriber's prior written consent, which it may grant or withhold in its discretion; a Subscriber-specific case-study commitment may instead be set out in an Order Form. HMCB may use de-identified metrics and outcomes for marketing.

15.5 Force Majeure. Neither party is liable for any delay or failure (other than payment for Services already provided) caused by circumstances beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, labor disruption, utility, internet, or cloud-provider failure, governmental action, epidemic, or cyberattack not caused by that party's failure to maintain reasonable safeguards.

15.6 Miscellaneous. The parties are independent contractors, and this Agreement creates no agency, partnership, or fiduciary relationship. Other than the Indemnified Entities, there are no third-party beneficiaries. Each party will comply with applicable export-control and sanctions laws. A waiver must be in writing and applies only to the instance given; if a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder stays in effect. This Agreement with all Order Forms is the entire agreement on its subject and supersedes prior proposals and agreements; it may be amended only in a writing signed by both parties (except for updates made under Section 15.7) and executed in counterparts, including by electronic signature. Headings are for convenience only, and no presumption applies against the drafter. HMCB does not provide legal advice.

15.7 Updates to this Agreement. HMCB may issue updated versions of this Agreement, each identified by version. The version identified in an Order Form governs the Services under that Order Form for its Subscription Term. As of each renewal, the then-current posted version applies, except that an Order Form (including a renewal Order Form) or other written agreement of the parties may specify that a different or prior version governs, in which case that version controls. HMCB will give at least sixty (60) days' notice before renewal of any material change to this Agreement, and no update will materially diminish Subscriber's rights or materially increase its obligations during a committed Subscription Term. A Subscriber that does not wish to accept an updated version may decline by not renewing or, where HMCB agrees, by renewing on a specified prior version identified in the Order Form. Continued use of the Services following a renewal governed by an updated version constitutes acceptance of that version, except to the extent the parties have agreed in writing that a specified version governs. Notwithstanding the foregoing, HMCB may require migration to a current version on at least ninety (90) days' notice if reasonably necessary to address material security, regulatory, legal, or third-party infrastructure requirements that cannot reasonably be addressed under the existing version.

Executed through the signature block of the Order Form that references this Agreement, effective as of its effective date.