

SERVICES USER AGREEMENT

This Services Agreement is entered into by and between **B ATOMIC INC**, a Delaware Corporation (“**B Atomic**”) and _____ (“**Customer**”). B Atomic and Customer are each sometimes referred to herein as a “Party” and collectively as the “Parties”.

This Addendum is effective as of the earlier of the date of the Purchase Order or the date Customer acknowledges acceptance of this Addendum (the “**Effective Date**”). Customer agrees to the terms and conditions of this Addendum by either (a) executing a Purchase Order referencing this Addendum; (b) clicking a box acknowledging Customer’s acceptance of this Addendum; or (c) utilizing the Services (as defined below). The individual executing such Purchase Order or clicking such box, is accepting the terms and conditions of this Addendum on behalf of the Customer and represents and warrants that such individual has the authority to bind Customer to terms this Addendum.

Recitals:

B Atomic and Customer are parties to a one or more of the following Agreements: the Neon Master Subscription Agreement, the Neon Analytics User Agreement, and the Neon and Neon Analytics Master Subscription Agreement (each a “**User Agreement**” and collectively the “**User Agreements**”).

B Atomic has developed service offerings consisting of various insurance administration services (the “**Services**”) to be provided by B Atomic and/or its third-party contractors.

B Atomic desires to sell to Customer, and Customer desires to purchase from B Atomic, the Services identified in the applicable Purchase Order(s) on the terms and conditions set forth herein.

The Parties desire to amend the User Agreement(s) to provide for the provision of the Services as set forth below.

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. USE OF SERVICES.

1.1 The Services. Conditioned upon Customer’s full and timely performance of the terms, covenants and conditions of the User Agreement(s) and this Addendum, B Atomic hereby agrees to provide to Customer the Services during the term of this Addendum subject to and in accordance with the terms and conditions set forth herein and in the User Agreement(s) and any applicable Purchase Order, which are hereby incorporated herein by reference. Customer may access and use the Services solely for its own internal business purpose subject to the terms and any additional limitations, terms and conditions set forth in the Purchase Order. The Services shall be constitute “Deliverables” under the User Agreement(s).

2. B ATOMIC RESPONSIBILITIES

- 2.1 Provision of Services.** B Atomic will make the Services available to Customer pursuant to this Addendum, the applicable User Agreement(s) and the applicable Purchase Orders. B Atomic shall provide customer support for the Services to Customer, and use commercially reasonable efforts to make any online Services available during regular business hours, except for: (i) planned downtime, (ii) any unavailability caused by third-party service providers; and (iii) any unavailability caused by circumstances beyond B Atomic's reasonable control.
- 2.2 Third-Party Service Providers.** Customer acknowledges and agrees that some or all of the Services may be provided by third-party contractors and/or third-party virtual assistants under contract with B Atomic. The Services are subject to, and Customer agrees to comply with, the terms and conditions set forth in such third-party service provider's user agreements, Privacy Policies, Standards of Conduct, and Terms of Service.
- 2.3 Communications.** Customer acknowledges and agrees that all communication between Customer's representatives and representatives of B Atomic or its third-party contractors may be monitored or recorded for purposes of marketing, training, and any other legitimate business purpose.

3. FEES AND PAYMENT

- 3.1 Fees.** Customer will pay all fees specified in Purchase Orders. Except as otherwise specified herein or in a Purchase Order (i) fees are based on the Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant term.
- 3.2 Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Purchase Order. Unless otherwise stated in the Purchase Order, fees are due net thirty (30) days from the invoice date. If any invoiced amount is not received by B Atomic by the due date, then without limiting B Atomic's rights or remedies, those charges shall accrue interest at the rate of one percent (1.0%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If any charge to Customer is thirty (30) or more days overdue, B Atomic may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.
- 3.3 Taxes.** B Atomic's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If B Atomic has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, B Atomic will invoice Customer and Customer will pay that amount unless Customer provides B Atomic with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 4. Personally Identifiable Information.** The provisions of this Section 4 are applicable to Customers purchasing Neon Alerts, Neon Leads, and any other Services requiring the sharing of Personal Identifiable Information (collectively "**Personal Data Services**"). For purposes of this Addendum, "**Personally Identifiable Information**" or "**PPI**" means personally identifiable information pertaining to an individual that is regulated or protected by one or more federal or state information privacy or security laws or industry standards. In the event Customer has purchased Personal Data Services, the following terms and conditions shall apply:

- (a) Customer shall comply with all laws, rules, regulations, regulatory guidelines, and data security laws and standards applicable to the PII.
- (b) Customer shall disclose in writing to its customers and other individuals providing the PII the purposes for which the PII will be utilized.
- (c) Customer agrees not to provide PII to B Atomic or its service providers without the express consent of each individual to whom the PII pertains and from whom the PII was collected. Customer shall obtain the written consent of its customer and other individuals providing the PII to share such PII with B Atomic and its third-party service providers. Customer shall collect such prior express written consent in compliance with all applicable laws, rules, regulations, and/or regulatory guidance
- (d) Customer shall permit its customers and/or other individuals providing the PII to opt out of the use of their PII. Customer shall promptly notify B Atomic in writing of any such opt out requests.
- (e) Customer shall promptly comply with any request by its customers to refrain from selling or otherwise distributing their PII. Customer shall promptly notify B Atomic in writing of any such request.
- (f) Upon request, Customer shall promptly (no more than three (3) business days) provide B Atomic with proof of each Customer's written consent ("**Proof of Consent**"), in addition to all other information or evidence reasonably requested by B Atomic. Proof of Consent will include, at minimum: (i) images of notification and consent language appearing on the source where PII was solicited and/or collected; (ii) source IP address of any PII that was solicited or collected via a website; and (iii) date and time stamp indicating when the PII was collected.
- (g) Customer agrees to utilize and maintain record keeping systems sufficient to establish conclusively that the customer's written consent was obtained in accordance with all applicable laws ("**Records of Consent**"). Customer agrees to maintain Records of Consent in a reasonably accessible location, for not less than the period required by applicable law, or if no legal requirement exists, for such period as dictated by prudent business practice or as otherwise directed by B Atomic, but in no instance less than five (5) years after the customer provided Prospect's Written Consent.
- (h) Customer acknowledges and agrees that PII, in whole or in part, shall not be obtained from third parties (other than customers or prospective customers themselves) unless such third parties have agreed in writing that their PII meets or exceeds each of the criteria in this section. Customer agrees to remain responsible for PII provided to B Atomic even if Customer obtained such PII from a third party.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 B Atomic Representation and Warranties.** B Atomic represents and warrants that: (a) the Services will be rendered in accordance with the applicable Purchase Order(s); (b) the overall functionality of the Services will not materially decrease during the term of this Addendum; and (c) it will comply with all applicable laws, rules and regulations.
- 5.2 Customer Representations and Warranties.** Customer represents and warrants that: (a) it shall take all steps necessary to ensure Customer's data is not shared with B Atomic until such time as the Customer's data is fully anonymized (except data shared in connection with Personal Data Services); and (b) it will comply with all applicable laws, rules and regulations.
- 5.3 Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

6. LIMITATION OF LIABILITY

- 6.1 Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE ABOVE "FEES AND PAYMENT" SECTION.
- 6.2 Exclusion of Certain Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.
- 6.3 Validation of Services.** Neither B Atomic nor any of its third-party service providers shall be liable to Customer or any other party for errors or omissions in the Services provided by B Atomic's third-party service providers. Customer shall verify, validate and confirm the accuracy of all Services provided by third-party service providers. Customer shall notify B Atomic in writing of any errors or omissions in third-party provider Services within forty-eight (48) hours of Customer's receipt of such Services. Customer's failure to verify the accuracy of the Services, or to timely notify B Atomic of any errors or omissions in such Services, shall constitute Customer's acceptance of the Services and Customer's irrevocable waiver of any claims against B Atomic and its third-party service provider relating to any errors or omissions in the Services.

7. TERM AND TERMINATION

- 7.1 Term of Agreement.** This Addendum and Customer's right to use the Services shall commence on the date B Atomic makes the Services available to the Customer (the "**Effective Date**") and shall continue for a term of twelve (12) months (the "**Term**"), unless terminated as provided below. The Term of this Addendum shall automatically renew for successive twelve (12) month terms (each a "**Renewal Term**") unless either party notifies the other party of its intent not to renew the Addendum and the Term, or the applicable Renewal Term, in writing at least sixty (60) days prior to the end of the then-current Term or Renewal Term.
- 7.2 Termination.** Either Party may terminate this Addendum for cause (i) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If this Agreement is terminated by B Atomic pursuant to this paragraph, Customer will pay any unpaid fees covering the remainder of the Term of all Purchase Orders. In no event will termination relieve Customer of its obligation to pay any fees payable to B Atomic for the period prior to the effective date of termination.

8. GENERAL PROVISIONS

- 8.1 Entire Agreement and Order of Precedence.** This Addendum, the User Agreement(s) and the applicable Purchase Order(s) constitute the entire agreement between B Atomic and Customer regarding Customer's use of the Services and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- 8.2 Counterparts.** This Addendum may be executed in one or more counterparts, which shall together constitute a single agreement. In the event of execution of more than one counterpart of this Addendum, B Atomic is expressly authorized to remove the signature pages from each such counterpart and attach all such signature pages to a single counterpart of this Addendum.
- 8.3 Further Assurances.** Each of the Parties agrees, at any time and from time to time, upon the reasonable request of any other Party, to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, documents, and instruments as may be required to effectuate any of the transactions contemplated by this Addendum.
- 8.4 Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation hereunder (other than payment) if the delay or failure is due to strikes, blockade, war, revolutions, riots, natural disasters, pandemics, failures of telecommunication services or the Internet, acts or omissions of third parties, or similar unforeseen events which are beyond the reasonable control of the non-performing party ("**Force Majeure Event**"). Such delay or failure shall be excused solely to the extent that such Force Majeure Event prevents or delays the affected party from fulfilling its obligations. Upon the cessation of a Force Majeure Event, the affected party shall promptly resume its performance of any suspended obligations.
- 8.5 User Agreements.** This Agreement is subject to the terms and conditions of all User Agreements entered into by Customer and B Atomic.
- 8.6 Governing Law.** This Addendum shall be governed by and construed in accordance with laws of

the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of laws) as to all matters, including but not limited to matters of validity, construction, effect, and performance.

- 8.7 Dispute Resolution.** Any dispute arising out of or relating to this Addendum or the User Agreement(s) including the breach, termination or validity thereof shall be resolved pursuant to the following three-step process: (1) negotiation by senior executives who have authority to settle the controversy (such negotiation shall take place within thirty (30) days from the date of written notice requesting negotiation); (2) if such negotiations do not resolve the dispute, then mediation conducted in accordance with the commercial rules and procedures of the American Arbitration Association; and (3) if such mediation does not resolve the dispute, binding arbitration conducted in accordance with the commercial rules and procedures of AAA Arbitration. Any such mediation or arbitration hearings shall be conducted in Cleveland, Ohio. Judgment on any arbitration award may be entered by any court having jurisdiction thereof. All Arbitration awards are binding and non-appealable, except as otherwise provided in the United States Arbitration Act.
- 8.8 Severability.** In the event any sentence or paragraph of this Addendum is declared by a court of competent jurisdiction to be void, that sentence or paragraph shall be deemed severed from the remainder of this Addendum, and the balance of the Addendum shall remain in effect.
- 8.9 Headings.** The headings used in this Addendum are for convenience only and shall be ignored in interpreting this Addendum.
- 8.10 Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Addendum or to exercise any right or remedy hereunder shall constitute waiver of any breach or any other covenant, duty, agreement, or condition.
- 8.11 Amendment; Termination.** This Addendum shall be changed, modified, terminated, cancelled, or amended only by a writing signed by each of the then parties to this Addendum.
- 8.12 Notices.** Any and all notices, and other documents and communications, permitted or required to be given pursuant to this Addendum will be deemed duly given: (i) upon actual delivery, if delivery is by hand or courier service; or (ii) upon the third day following delivery into the U.S. mail if delivery is by registered or certified return receipt requested mail. Each such notice will be sent to the respective party at the address the respective party may designate by notice delivered pursuant hereto. All notices to B Atomic shall be sent to 33519 Solon Road, Solon, Ohio 44139, Attn: Seth Zaremba. All notices to Customer shall be sent to any address Customer provides to B Atomic. If no such address is provided by Customer, all notices to Customer shall be sent to any Customer office or place of business.
- 8.13 Definitions and Capitalized Terms.** Unless otherwise defined in this Addendum, capitalized terms herein shall have the same meaning ascribed to them in the User Agreement.
- 8.14 Survival of User Agreement Terms.** Except as expressly amended hereby, all other terms and conditions of the User Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the User Agreement, the terms of this Addendum shall govern.

B ATOMIC, INC.

CUSTOMER

By: B ATOMIC CEO

By: _____
Its Authorized Representative

By: _____
Seth Zaremba, CEO

Date: _____

Date: _____