

UBenefit™ USER ACCESS AGREEMENT

This portal site and the services and products offered or made available through this portal (collectively, the "BRI Site"), are provided by Benefit Resource, Inc. ("BRI") or third parties.

If you have been granted the right to access and use this site in the capacity of an employee or representative of a legal entity, then (1) both you (as an individual) and the applicable legal entity are bound by this agreement, (2) you have the appropriate rights and authority to enter into and bind you and the applicable legal entity to the terms of this agreement, and (3) all references in this agreement to "you" and "your" include you (as an individual) and such legal entity.

If you have been granted the right to access and use this site as an individual (and not as an employee of or a representative of a legal entity), then (1) you (as an individual) are agreeing to be bound by all of the terms and conditions contained in this agreement, and (2) all references in this agreement to "you" and "your" refer to you personally.

This agreement constitutes a legal contract between BRI and you, governs your access to and use of this site in any manner. BRI may modify this Agreement at any time by posting the modified terms and conditions on this site; and all such modifications shall immediately become effective when posted. By continuing to use this site following the posting of any modifications on this site, you agree to be bound by such modifications and this agreement, as modified. If you do not agree to any such modifications, this agreement will terminate and you may not continue to access or use this site in any manner. This Agreement may not be otherwise modified or amended except in a written statement signed by you and BRI. This Agreement was last modified on March 15, 2017.

1. USER REPRESENTATIONS. You represent and warrant to BRI that: (a) all information provided by you to BRI is truthful, accurate, complete and up to date; (b) you are in compliance with and shall continue to comply with all terms and conditions of this Agreement; and (c) you have provided and will provide accurate and complete registration information.

2. REGISTRATION AND YOUR ACCOUNT. You must complete the initial registration process when you sign up to access and use the account feature on this site. It is your responsibility to notify BRI or the third party's system administrator of any changes to your registration details. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You are responsible for all access to, use of and other activities that occur under your account or password, whether or not you have knowledge of or authorize such access, use or other activities. You shall immediately notify BRI or the third party's system administrator of any unauthorized use of your password or account or any other breach of security.

3. LICENSES AND ACCESS. The site is proprietary to BRI and is protected by intellectual property laws, patent laws, and international intellectual property treaties. Except as expressly stated in this Agreement, nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark, copyright or other property of BRI or any other third party. All use of BRI and/or UBenefit™ not expressly permitted hereunder is prohibited. BRI grants you a limited nonsublicensable, nontransferable and nonexclusive license to access and use this site through the account and password that has been provided to you solely for your personal use and not to use or to assist to clone, copy or reuse in any manner as a proprietary application in part or whole. You may view, copy and print documents published by BRI on this site provided that it is for your own informational use only, and provided that all copies retain all copyright, trademark, and other proprietary notices contained therein. You may not copy, redistribute or republish this site, in whole or in part, without BRI's prior written permission. You may not provide directly or indirectly any verbal, written or visual demonstration of your cobranded BRI portal site or provide access to your cobranded BRI portal site except to your clients and prospects who are not, to the best of your knowledge,

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competitors of BRI. The cobranded BRI portal site shall be deemed at all times to be confidential information (collectively, "Confidential Information"). You agree that from time to time this site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which BRI may undertake from time to time; or (iii) causes beyond the control of BRI or which are not foreseeable by BRI. You shall be solely responsible for providing, maintaining and ensuring compatibility with this site, all hardware, software, electrical and other physical requirements for your use of this site, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use this site. You shall be solely responsible for the security, confidentiality and integrity of all messages and the content that you receive, transmit through or store on your portal.

4. YOUR CONDUCT. Any conduct or activity that BRI or the third party system administrator of this site believe restricts or inhibits any other user from accessing, using, or utilizing this site will not be permitted. You agree to use this site only for lawful purposes. You agree not to engage in unacceptable use of this site, which includes, without limitation, use of this site to: (a) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, reexport or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (f) interfere, disrupt or attempt to gain unauthorized access to other accounts or third parties using BRI's portal site or any other computer network; (g) disseminate, store or transmit viruses, trojan horses or any other malicious code or program; (h) engage in any other activity reasonably deemed by BRI or the third party system administrator of this site to be in conflict with the spirit or intent of this Agreement, or (i) or otherwise violate any applicable local, state, national, or international law, rule or regulation.

5. PRIVACY. Data collected through this site is governed by and subject to our then current and applicable Privacy Notices. Please review BRI's Privacy Notices at <http://www.ubenefit.net/#privacy>

6. ELECTRONIC COMMUNICATIONS. When you visit or use this site or send emails to BRI, you are communicating with BRI electronically. You consent to receive communications from BRI electronically. BRI may communicate with you by email or by posting notices on this site. You agree that all agreements, notices, disclosures, and other communications that BRI provide to you electronically satisfy any legal or contractual requirements that such communications be in writing.

7. SUBMISSIONS. Subject to Section 5 Privacy (which prohibits BRI disclosure of any specific employee/dependent information) hereof, all information of any kind whatsoever (except any specific employee/dependent information) that you transmit to BRI, including but not limited to questions, comments, suggestion, ideas, concepts, know how, techniques or the like, shall be deemed to be non- confidential. BRI shall have no obligation of any kind to you with respect to any such information and shall be free to reproduce, use, disclose, and distribute the information to others without limitation for any purpose whatsoever including but not limited to researching, developing, manufacturing, selling and marketing products or services based upon or incorporating such information.

8. LINKS TO THIRD PARTY WEBSITES. BRI may make available on this site links to third party websites. These links will let you leave this site. BRI does not control any such linked websites and is not responsible for the

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10. EXCLUSIONS AND LIMITATIONS. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, the disclaimers, exclusions, or limitations set forth in section 9 will apply to the fullest extent permissible by applicable law, and some or all of them may not apply to you, and you might have additional rights.

11. INDEMNIFICATION. You agree to indemnify, hold harmless and defend BRI, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) your breach of this Agreement; (b) any use of this site by you, including any data or work transmitted or received by you or through use of your account or password to extent any damages are the result of user negligence; and (c) any unacceptable use of this site by you, including, without limitation, any statement, data or content made, transmitted or republished by you which is prohibited as unacceptable under Section 4.

12. TERMINATION AND CANCELLATION. BRI reserves the right to refuse service, terminate accounts, remove or edit content, or cancel access to the BRI Site as a result of your breach of this User Access Agreement. In particular, you agree that BRI may, upon your breach (as determined by BRI in its sole discretion and includes being more than thirty (30) days past due in user fees) of this User Access Agreement terminate your password, account, or access to this site, and temporarily remove any of its content. BRI may terminate your access to this site after providing you ten (10) days written notice of the breach. If you do not cure the breach within ten (10) days of receipt of the written notice to cure, then you acknowledge and agree that BRI or the third party system administrator of this site may immediately deactivate or delete your account and password and all related information and files or block any further access to such files. Further, you agree that BRI shall not be liable to you or any third party for any termination of your access to this site as a result of your breach of this User Access Agreement. Notwithstanding termination of your access to this site, you will still be liable for the payment of any amounts due or other obligations incurred before termination. In addition to our other rights and remedies available at law or equity, upon termination by BRI hereunder all amounts due shall become immediately payable by you, and you shall immediately return any confidential information to us. Upon termination of this Agreement, all licenses granted hereunder will terminate. This sentence and Sections 5, 6, 8, 9, 10, and 13 shall survive any termination of this contract.

13. CARRIER REPORTING. BRI reserves the right to make available, upon request, certain system benefit plan marketing activity reports to insurance carriers who are accepting system generated transactions.

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14. GENERAL. The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable. All notices shall be in writing and shall be deemed to be delivered when sent by first class mail, postage prepaid, or when sent by facsimile or email to either parties' last known post office, facsimile or email address, respectively. You hereby consent to notice by email. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party. This Agreement is made in and shall be governed by the laws of the State of Minnesota without reference to conflicts of laws. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the State of Minnesota. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts in the State of Minnesota. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in the State of Minnesota and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in the State of Minnesota. The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this Section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the State of Minnesota. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, acts of terrorism, acts of war, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

15. ELECTRONIC SIGNATURES. The system may provide the ease of signing carrier, broker, and company documents electronically. In such cases, you will be notified of the requirements, process and format that pertains to the electronic signature and the document. You will have to represent that the answers to the questions and statements made in this application are true and complete. If your answers are incorrect or untrue, the insurance carrier has the right to reduce or deny benefits or rescind coverage.

16. OUR ADDRESS.

Benefit Resource, Inc.
6750 France Ave. S., Suite 220
Edina, MN 55435-1904

Website: www.ubenefit.net

YOU HAVE READ, AND UNDERSTAND AND AGREE TO, THE TERMS AND CONDITIONS OF THIS AGREEMENT.