

Agreement

This is an agreement (the "Agreement") between Beneplace, Inc. ("Beneplace"), a Texas corporation, and Williamson County, a political subdivision of Texas ("Client"). The effective date of this Agreement is July 31, 2017 (the "Effective Date"). The parties agree as follows:

1. Recitals.

- (a) Beneplace provides an online voluntary benefits platform which offers special access to a variety of programs, goods and/or services from third parties at discounted or preferred prices (such platform, along with the features, functionality, and information made available by Beneplace by or through such platform, the "Beneplace Services").
- (b) Client desires for Beneplace (i) to provide Client's employees, members and/or other Client-designated participants meeting mutually defined eligibility standards (such persons, collectively, the "Eligible Participants") with access to the Beneplace Services via a Client-customized online portal developed, hosted and provided by Beneplace (the "Client Portal") and (ii) to provide Client with certain other services relating thereto, all subject to and in accordance with the terms and conditions of this Agreement.
- (c) Each of Beneplace and Client acknowledges and agrees that each has given and received good, valuable, present and sufficient consideration to support each of the provisions of each of the parties under this Agreement.

2. Beneplace Services.

- (a) Offering Packages.
 - (i) Development of Offering Packages. Client hereby authorizes and directs Beneplace to secure from appropriate third party providers ("Providers") illustrative materials, descriptions, prices, terms and incentives for selected goods and services offered by those Providers (the "Offering Packages"), for Client's consideration, and Beneplace agrees to do so.
 - (ii) Client's Responsibility to Select Vendors and Offering Packages. Client shall select the Offering Packages that Client wishes to make available to its Eligible Participants through the Client Portal. At Client's request, Beneplace will assist with Client's selection of the Providers and the Offering Packages. Beneplace will present to Client only those Offering Packages from Providers that Beneplace believes to be reliable, however, Beneplace does not warrant any goods or services included in an Offering Package. It is Client's

responsibility to determine the suitability of the Offering Packages for Eligible Participants and whether to make any particular Offering Package available to Eligible Participants through the Client Portal.

- (iii) Client's Offering Package Selections. The initial Offering Packages that Client has selected are listed on Exhibit "A". From time to time Beneplace may make additions to the Offering Packages that Client has selected that are in-line with the Client's general direction. Upon Client's request, Beneplace will remove from the Client Portal any Offering Package that Client no longer wants to make available to Eligible Participants.
 - (iv) Modification of Offering Packages. The content of any Offering Packages is subject to replacement or substitution at the Provider's discretion. Client may elect not to make the modified Offering Package available to Eligible Participants. Providers may discontinue the availability of Offering Packages, in their discretion.
 - (v) Information and Reports. On a regular basis, Beneplace will provide Client with reports containing aggregated, non-personally identifiable data collected by Beneplace concerning Eligible Participants' usage of the Client Portal, including general usage, click-through and similar data. For the avoidance of doubt, Beneplace will not provide Client with any personally identifiable data concerning any Eligible Participant's usage of the Client Portal to Client.
- (b) Website Development and Maintenance.
- (i) Presentation of Offering Packages. Beneplace will make the Offering Packages available to Eligible Participants via the Client Portal and via a link from Client's intranet to the Client Portal.
 - (ii) Transactions directly with the Provider. The Client Portal will describe the Offering Packages and will provide links to the Provider websites for more information about the goods and services included in the Offering Packages. No purchase transactions shall take place on the Client Portal. Eligible Participants who wish to purchase goods and services from any provider shall do so directly through the Provider.
 - (iii) Access; Security. As a condition to being granted access to the Client Portal, each Eligible Participant will be required to accept Beneplace's then-current standard terms of use as authorized user of the Beneplace Services. Access to the Client Portal will be made available through the Client's intranet. Client is responsible for the security of access to the Client's intranet. Beneplace will not have any responsibility for verifying the identity or authorization of Eligible

Participants. Beneplace may assume that any user who obtains access through Client's intranet is an Eligible Participant. Beneplace will use its reasonable commercial efforts to make the Client Portal continuously available to Eligible Participants accessing it through Client's intranet, subject to reasonable allowances for maintenance and short-term technical disruptions.

- (iv) Changes in Eligible Participant Status. During the Term, Beneplace will permit an Eligible Participant to access and use the Beneplace Services (through the Client Portal) without assessing such person any separate subscription fee. Client will use reasonable efforts to provide Beneplace with periodic reports (on at least a weekly basis) advising Beneplace of any person who has ceased to qualify as an Eligible Participant (e.g., the person is no longer an employee of Client). In the event that Beneplace receives notice that a person is no longer an Eligible Participant, Beneplace may (a) notify such person of the effect that such change has on their status as an authorized user of the Beneplace Services (through the Client Portal), including options for continuing their eligibility for insurance products, discounts and other benefits as a direct subscriber to the Beneplace Services through a separate Beneplace-provided portal and (b) to the extent that such person previously purchased an insurance product that is/was part of the Offering Package, notify the Carrier (as defined in Section 4(a) below) of such change in status and, to the extent applicable, continuation of eligibility as a direct subscriber to the Beneplace Services.

(c) Communications.

- (i) Communications by Beneplace. Beneplace will communicate the Offering Packages to Eligible Participants through (A) the Client Portal, (B) direct electronic communications (e.g., email promotions) authorized by Client, (C) direct email communications that Eligible Participants have affirmatively consented to receive, and/or (D) such other communications means approved by Client or the Eligible Participant.
- (ii) Communications by Client. Client may also communicate the Offering Package or any related information to Eligible Participants in any way Client deems appropriate. Client agrees to make Client's selected Offering Packages available to Eligible Participants during the Term of this Agreement, subject to Client's right to select and remove particular Offering Packages.
- (iii) Trademarks. Beneplace and Client each grant each other a non-exclusive, non-transferable, royalty free license to use its name, trademarks, brands and logos with respect to the presentation of the Offering Package contemplated under this Agreement. Beneplace

and Client also agree to submit any such use of the other's name, trademarks, brands and logos to the other party for approval prior to use, which approval shall not be unreasonably withheld. Neither Beneplace nor Client shall otherwise use the name, trademarks, brands and logos of the other without the other's written consent. Client further grants Providers a limited, non-exclusive, non-transferable, royalty free license to use Client's name, trademarks, brands and logos solely in connection with the Offering Packages listed in this Agreement and only with Client's written consent.

3. Compensation to Beneplace.

- (a) Compensation for Service. During the Term, Client agrees to pay Beneplace the compensation described on Exhibit "B" for Beneplace's services provided under this Agreement (the "Services Compensation"). Beneplace will not be entitled to any other compensation from Client unless Client expressly agrees in writing to the same.
- (b) Fees from Providers. Client acknowledges that Beneplace may receive compensation from the Providers who supply Offering Packages to Client, and Client consents to Beneplace's receipt of such compensation.

4. Insurance Brokerage Provisions. During the Term:

- (a) Beneplace shall act as the exclusive insurance agent/broker for all products listed on Exhibit "A" that require insurance licenses, and shall be entitled to be paid such compensation from the Providers of such products ("Carriers") as may be negotiated between Beneplace and such Carriers from time to time; and
- (b) Client shall maintain in force written instructions to each of the Carriers to the effect that Beneplace is the exclusive agent/broker of record with respect to the applicable products; and
- (c) Beneplace shall be solely responsible for ensuring that the agreements between Beneplace and the Providers of insurance products contain provisions reflecting the forgoing compensation arrangement and for collecting from the Providers the compensation that is due as a result of Eligible Participants purchasing insurance services and/or products that are part of the Offering Package, and Client will have no responsibility or liability in such regard, other than notifying the applicable Providers that Beneplace is the exclusive agent/broker of record with respect to the applicable products.

5. Privacy and Use of data.

- (a) Beneplace agrees that any non-public information concerning Client, Eligible Participants, or Client's business that Client discloses to Beneplace during the Term of this Agreement, whether in print or electronic format, will be deemed

the confidential information of Client (collectively, "Confidential Information"). Without limiting the foregoing, Confidential Information includes any list or compilation of Eligible Participants furnished by Client to Beneplace; however, Beneplace may share aggregated, non-personally identifiable information regarding Eligible Participants with Providers in connection with marketing activities relating to the Offering Packages (e.g., in connection with soliciting preferred rates or offers based on the demographics/group size of Eligible Participants). Client represents and warrants that it has all necessary rights to disclose the Confidential Information to Beneplace and to permit Beneplace to use such information in its performance of this Agreement. Beneplace will use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of like importance, but in no event will Beneplace use less than reasonable care. Beneplace may use the Confidential Information only in its performance of this Agreement, and for no other purpose, commercial or otherwise. Beneplace may disclose the Confidential Information only to (1) those Beneplace employees, contractors and representatives who need to know the Confidential Information in order to assist Beneplace in its performance of this Agreement (provided, that such persons are bound by obligations of confidentiality and nonuse (without further rights of distribution) no less restrictive than those contained herein), (2) those other persons expressly permitted under the provisions of this Agreement (but only to the extent permitted under such provisions), and (3) those other persons approved by Client. Notwithstanding anything to the contrary, disclosure or use of any Confidential Information will not be restricted to the extent that: (i) it is or becomes generally available to the public without any breach of this Agreement, (ii) it is known to Beneplace prior to the date of disclosure by or on behalf of Client hereunder; (iii) Beneplace rightfully obtains it from a third party who Beneplace reasonably believes has the right to transfer or disclose it without restriction; or (iv) it is developed independently by Beneplace without any breach of this Agreement and without any use of the Confidential Information. These obligations survive termination of this Agreement. Upon termination of this Agreement, Beneplace will return to Client (or, at Beneplace's election, destroy and certify the destruction of) all Confidential Information and Beneplace will not retain copies of it, nor continue to use it.

6. Term and Termination.

- (a) Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for five years (the "Initial Term"). Unless either Beneplace or Client provides written notice of non-renewal to the other more than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (defined below), upon the expiration of the Initial Term or Renewal Term (as applicable), this Agreement shall automatically renew for an additional twelve month period (each, a "Renewal Term"). The "Term" of this Agreement shall include the Initial Term and any Renewal Terms, but shall nevertheless terminate upon the termination of this Agreement in accordance with either of Sections 60 or 6(b) below.

Termination for Convenience. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.

(b) Termination for Cause. Either party may terminate this Agreement at any time during any part of the Term by written notice to the other:

- (i) in the event of material breach by the other party of this Agreement that remains uncured for thirty (30) business days after the terminating party gives written notice to the breaching party of the breach; or
- (ii) in the event that the other party is unable to generally pay its debts as due, or enters into or files (or has filed or commenced against it) a petition of, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of the United States or any state or other jurisdiction.

(c) Effect of Expiration or Termination. In the event of the expiration or termination of this Agreement:

- (i) Within fifteen (15) business days after such expiration or termination, Beneplace shall take appropriate action to remove Client's connection to the Client Portal, and all compensation to be paid to Beneplace by Provider under this Agreement shall become due and payable; and
- (ii) Client shall have the right to engage another insurance agent/broker for insurance products offered to Eligible Participants following such expiration or termination (subject to the rights and obligations of the parties under Section 6(d)(iii) below) and to implement any other program for its Eligible Participants; and
- (iii) Client agrees that Beneplace shall continue to be designated as the agent/broker, and shall continue to be paid all agent/broker compensation, with respect to insurance products of Providers that were purchased by Eligible Participants during the Term and which continue in effect (including any extensions or renewals thereof) following the expiration or termination of this Agreement for so long as such Eligible Participant(s) continues such coverage(s) in force. At Beneplace's request, Client shall (A) provide prompt written notice to each Provider of insurance products purchased by Eligible Participants during the Term instructing the Provider to continue to designate Beneplace as the agent/broker, and to continue to pay Beneplace all agent/broker compensation, with respect to such insurance products that were purchased by Eligible Participants during the Term and which continue in effect following the expiration or termination of this Agreement and (B)

execute and deliver such further documents, and take such further action, as may be reasonably requested by Beneplace, to effect the intent and purpose of this Section 6(d)(iii); and

- (iv) Any insurance agent or broker providing services in connection with insurance products offered to Eligible Participants shall be entitled only to receive agent/broker compensation with respect to insurance products that are first offered to and purchased by the Eligible Participant after the expiration or termination of this Agreement; and
- (v) Beneplace shall have no obligations to provide any additional services or make any Offering Packages or other products available to Eligible Participants; and
- (vi) Anything to the contrary notwithstanding, the expiration or termination of this Agreement will not affect any of the parties' respective rights or obligations that (A) are vested pursuant to this Agreement as of the effective date of such expiration or termination (including obligations for payment and remedies for breach of this Agreement), or (B) arise under Sections 5, 6(d), 6(e) 7 and 8 of this Agreement, all of which will survive any expiration or termination of this Agreement.

(d) Communication to Providers

- (i) Beneplace will provide written notice of termination ("Termination Notice") to each of the Providers at least ____ () days prior to the termination or expiration of this Agreement; provided, that in the event either Client or Beneplace effects the termination of the Beneplace/Client Agreement on less than ____ () days written notice, Beneplace shall provide a termination notice to each of the Providers within ten (10) days of receiving or giving timely notice of such termination.
- (ii) Subject to Beneplace providing to the Providers a timely Termination Notice pursuant to Section 6(e)(i) above, Client will continue to make payments under all applicable payroll deduction programs through the date of termination or expiration of this Agreement.
- (iii) Client agrees to cooperate in good faith to enable Eligible Participants who wish to continue their relationship with one or more Providers after the termination or expiration of this Agreement to continue such relationship and to facilitate payments to such Providers on a payroll deduction basis subject to Client's rights under Section 6(e)(iv) below. Client agrees to continue payroll deduction of monies from employee paychecks in the event of termination of Beneplace and its duties. Client further agrees to remit these monies promptly to the payroll aggregator or directly to the provider of goods or services, as per established

routine, until current purchases are completely paid or until a new benefit manager can be engaged and/or remittance schedule established.

- (iv) Client reserves the right to terminate its payroll deduction program with respect to any Eligible Participant or Provider at any time upon 90 days' written notice to Beneplace. Beneplace agrees promptly to provide written notice to each of the Providers in the event it receives notice from Client that it is terminating its payroll deduction program with respect to any Eligible Participant or Provider.
- (v) Client acknowledges and agrees that, in the event that this Agreement is terminated or expires or in the event that Client terminates the Payroll Deduction Program, each of Providers shall have the right to terminate the availability of its products to Eligible Participants at any time thereafter.

7. Disclaimers and Limitations of Liability.

- (a) Beneplace is not a party to any transaction between Client and any Provider, or between Eligible Participants and any Provider. Instead, the Client Portal acts solely as a venue to allow Providers to present Offering Packages to Eligible Participants, and for Eligible Participants to contract with Providers if they wish. Beneplace is not involved in the transaction between Eligible Participants and Providers. As a result, Beneplace has no control over and shall not have responsibility for the quality, performance, terms and conditions, or legality of any product or service included in an Offering Package, or the truth or accuracy of any representation made by a Provider.
- (b) No Warranty. Beneplace provides Beneplace's site and services as is and is available and without any warranty or condition express, implied or statutory. Beneplace specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, non-infringement or any warranties that may arise from the usage of trade or course of dealing. The foregoing disclaimer also applies to any recommendation, content, products, services or transactions that may be obtained through the site.
- (c) Liability Limit. In no event shall either party or any of its respective directors, officers, employees or agents be liable to the other party or any person or entity affiliated with it for lost profits or any special, incidental or consequential damages or any other claims arising out of or in connection with Beneplace's site, Beneplace's services or this agreement, however arising, including the negligence of such party, and regardless of whether that party has been advised of the possibility of such damages or claim and regardless of any claim or finding that a remedy suffers a failure of its essential purpose. This liability limit shall not apply to client's indemnity obligations set forth in section 7(d) below.

- (d) Indemnity. To the extent authorized under Texas Law Client agrees to indemnify, defend and hold harmless Beneplace, its affiliates, officers, directors, employees and agents (each, an "Indemnified Party") and hold them harmless against all liability or damages (including reasonable attorney fees and costs) arising out of any claim concerning the privacy or use of data relating to eligible participants or others who may access the Client Portal through Client's intranet, including, without limitation, claims arising out of the negligence of any of the indemnified parties but excluding from the obligations to indemnify, defend and hold harmless any claims arising out of the intentional misconduct or gross negligence of the indemnified party. Beneplace agrees to defend and indemnify client, its affiliates, officers, directors, employees and agents (each an indemnified party) and hold them harmless against all liability or damages (including reasonable attorney fees and costs) arising out of any claim caused by the gross negligence or misconduct of Beneplace or its employees.
- (e) The Client may request Beneplace to add providers of goods and services to the site at various times. Beneplace, as the manager of the site and the offerings contained therein, will undertake a due diligence examination to determine the fitness of the offer. After this examination, Beneplace will make a recommendation to the Client as to whether to add the offer or will make a recommendation to the Client to NOT add the offer. Should the Client wish to override the advice from Beneplace regarding the fitness of the offer and insist on adding the product or service to the site, Client agrees to indemnify Beneplace in accordance with Exhibit C to this Agreement.

8. **Miscellaneous.**

- (a) Choice of Law. The Client Portal is controlled, operated and administered by Beneplace from its offices in Austin, Travis County, Texas, United States of America. Beneplace makes no representation that materials at this site are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. Client agrees not to use the Client Portal or export the materials in violation of U.S. export laws and regulations. If Client or Eligible Participants access this site from locations outside of the United States, Client is responsible for compliance with all laws.

This Agreement shall be governed by the laws of the State of Texas, U.S.A., without giving effect to any provisions of Texas law that direct the application of the laws of a different jurisdiction.

- (b) Assignment. This Agreement may not be assigned by either party without the written consent of the other party. Subject to foregoing, this Agreement shall

inure to the benefit of and be binding upon the permitted successors, legal representatives, and assigns of the parties hereto.

- (c) No Third Party Beneficiary. This Agreement is for the benefit of the parties only. No person shall be a third party beneficiary to it, including but not limited to any Provider or any Eligible Participants.
- (d) Independent Contractor. Notwithstanding anything else set forth herein to the contrary, the relationship between Client and Beneplace is a contractual relationship only, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or any agency relationship between the Parties. Beneplace has no authority to act on Client's behalf or to bind Client in any respect with third party vendors.
- (e) Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.
- (f) Waiver. No waiver shall be effective unless in writing and signed by the party sought to be charged.
- (g) Entire Agreement. This constitutes the entire Agreement between the parties relating to the subject matter hereof. Any modification to this Agreement must be in writing and signed by both parties.
- (h) Notice. Notices given by one party to the other party under this Agreement shall be in writing and shall be deemed given upon the first to occur of transmittal by facsimile with verification of receipt, the next day following deposit with an overnight delivery service, or three (3) days after placed in U.S. first class mail, certified mail, return receipt requested, postage prepaid and addressed to the respective parties as follows:

Client

Williamson County
County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Fax No: 512-943-1662

Williamson County
Director of Benefits Administration
301 S.E. Inner Loop, Suite 108
Georgetown, TX 78626
Fax No: 512-943-1535

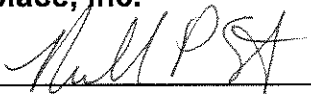
Beneplace, Inc.

Beneplace, Inc.
P.O. Box 203550
Austin, TX 78720
Attn. - President
Fax No: 512-795-0155

Either party may change its designated notice address or e-mail by written notice served in accordance with the preceding sentence.

Intending to be legally bound, the Parties execute this Agreement, effective as of the Effective date above.

Beneplace, Inc.

By: 

Name: Rusty Stein

Title: President

Date: 31 Jul 17

[Client]

By: _____

Name: Dan Gattis

Title: County Judge

Date: _____

Exhibit "A"

Initial Offering Package

The Offering Package agreed upon shall include the following Providers. From time to time Beneplace may make additions to the Offering Packages that Client has selected that are in-line with the Client's general direction. A Provider may be removed from the Offering Package upon the mutual written consent of both parties to this Agreement without amending this Agreement.

<u>Program</u>	<u>Description</u>
Auto/Home	Provider TBD
Critical Illness	Provider TBD
Accident	Provider TBD
Hospital Indemnity	Provider TBD
Legal Insurance	Provider TBD
ID Theft Protection	Provider TBD
Pet Insurance	Provider TBD
Long Term Care	Provider TBD

Exhibit "B"

Beneplace Compensation Schedule

Agency Services: Annual Client Maintenance Charge: \$0.00
Includes costs of building and maintaining the Client Portal with updated provider supplied content.

Agency Services: Client initiated changes and enhancements due to customization and those projects outside the scope of services outlined in the Beneplace proposal. Time and Materials based on an hourly rate of \$150.00 billed in 15 minute increments.

Payment Due: Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Exhibit "C"

Area Providers and Pre-Existing Providers

Client understands and acknowledges that Beneplace has not researched, performed due diligence with respect to, or otherwise approved the Providers described on Exhibit C-1 attached or any other Providers selected by Client with respect to whom Beneplace has no contractual relationship (collectively, "Unapproved Providers"). Beneplace does not assume any responsibility or liability for these Unapproved Providers and furthermore does not make any warranty, express or implied, including but not limited to, those of title, merchantability or fitness for a particular purpose, concerning the content of any products offered by them.

Neither Beneplace, nor any of its directors, officers, employees or agents, shall be liable or obligated for any direct, indirect, incidental, special, consequential or punitive damages arising out of any failings between client or its eligible participants and any unapproved providers, regardless of the theory of relief, including negligence, even if a party has been advised of the possibility of these damages, and regardless of any claim or finding that a remedy suffers a failure of its essential purposes.

Furthermore, Client agrees to indemnify Beneplace, its directors, officers, employees or agents from any liability whatsoever caused by area providers and pre-existing providers.

Exhibit "C-1"

List of Unapproved Providers

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