1. Plan Analysis and Compatibility

a. For Customers who are new to Jellyvision, Jellyvision will complete an analysis of Customer's existing benefit plans as provided by Customer (the "**Existing Plans**") to determine compatibility with ALEX. Customer represents that its plans to be presented in ALEX are not materially different from the Existing Plans; recognizing that, if this assumption is incorrect or if additional plans are introduced at a later date, the fees, milestones, and platform requirements herein will change commensurate with the additional work Jellyvision must undertake related to such incorrect assumption. Any change to Customer's plans outside of standard plan design elements (e.g., coverage levels, deductibles, or out of pocket maximums will be considered material changes.

b. For renewing Customers, Customer's plans presented in ALEX for the prior Subscription Term are compatible with ALEX (the "**Existing Plans**"). Customer represents that its plans to be presented in ALEX are not materially different from the Existing Plans; recognizing that, if this assumption is incorrect or if additional plans are introduced at a later date, the fees, milestones, and other terms herein will change commensurate with the additional work Jellyvision must undertake related to such incorrect assumption. So what changes would be materially different? Any change to Customer's plans outside of standard plan design elements (e.g., coverage levels, deductibles, or out of pocket maximums).

2. ALEX ID

a. ALEX ID remembers your people, creating a streamlined, personalized experience during onboarding, open enrollment and beyond.

b. An ALEX ID is created when employees access ALEX through SSO or submit their email address to ALEX. Jellyvision collects and stores their name (optional), email, phone number (optional) and password. If SSO is enabled or a social login (such as Google Sign-On) is used Jellyvision does not store their password.

c. We'll also store information generated from their interactions with the ALEX platform in order to provide intelligent recommendations via email, text or in-platform notifications.

3. ALEX URLs

a. A fee will apply if Customer requests a different URL after the start of implementation.

b. When the Subscription Term is longer than one year, the URL(s) for ALEX for future years will be determined by Jellyvision and approved by Customer.

c. Users will access the Software at these URLs:
   i. ALEX: https://www.myalex.com/CUSTOMER
   ii. Medicare:https://medicare.myalex.com/CUSTOMER
   iii. Offboarding:
   https://alexcentralnew.myalex.com/offboarding and https://alexcentralnew.myalex.com/offboarding-email-templates

4. ALEX Connect

a. ALEX Connect centralizes employee benefit information into one platform, and doubles as a communication tool for Customer's HR team.

b. Customer will upload a list of its employees' contact information: (i) in a format; (ii) in a secure manner; and (iii) to a secure location as specified by Jellyvision. Such a list will include the following information: employee email addresses, employee name, employee's work phone number (together, the "**Customer's Employee Contact List**").

c. Once per month, Customer will upload its census file: (i) in a format; (ii) in a secure manner; and (iii) to a secure location as specified by Jellyvision. Such census file will include the following information: employee name, work email address, medical carrier, enrolled medical plan, dental carrier, enrolled dental plan, vision carrier, enrolled vision plan, number of dependents, employee status and/or title, ethnicity and/or race, gender, hire date, location, work phone number, and salary (together, the "**Customer Census File**").

d. The Total Fee for ALEX Connect is calculated based on the benefit-eligible employee population specified in the respective Order. An increase in the benefit-eligible employee population of 10% or more, as determined via

the monthly Customer Census File, will result in a change to the fees owed under the respective Order.

e. Customer agrees that ALEX Connect may contact the individuals listed in Customer's Employee Contact List at Customer's request and that Jellyvision is acting as Customer's agent in transmitting any and all of these communications to anyone on the Customer's Employee Contact List. Customer agrees, so long as Jellyvision's activities are materially within the scope outlined in the respective Order, that Customer is responsible for any claim, allegation, or concern by any individual on the Customer's Employee Contact List that these communications violate the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act of 2003, the CAN-SPAM Act, or any law, statute, regulation, rule, or other governmental standard (collectively "**Law**"). In addition, Customer, on behalf of its employees and/or anyone on the Customer's Employee Contact List, hereby waives any claim alleging a violation of law for any activities under the respective Order.

f. Customer agrees that Jellyvision may reach out to a subset of the individuals listed in the Customer Contact List in order to gauge the effectiveness of the Email Campaign(s).

g. The parties agree that they have reviewed the terms and conditions located at https://www.onestrive.com/terms-of-use/ ("**Terms of Use**") and that the use of ALEX Connect by each individual end-user will be governed by the Terms of Use.

5. ALEX Medicare and Offboarding Resources

a. ALEX Medicare provides personalized, engaging Medicare education for all.

b. Offboarding Resources help Customers' HR teams communicate key benefits and transition information to employees leaving their organization.

c. Customer shall not (i) license, sublicense, sell, resell, use as a service bureau, or otherwise use ALEX Medicare or Offboarding Resources for a third party's benefit unless such use has been authorized by Jellyvision; (ii) transfer, assign, distribute, or otherwise commercially exploit or make ALEX Medicare or Offboarding Resources available to any third party not authorized by Jellyvision; (iii) modify or make derivative works based upon ALEX Medicare or Offboarding Resources.

6. ALEX Benefits Communications

a. Jellyvision will help craft and send a series ("**Campaign**") of email messages and text messages ("**Messages**") based on Customer's communication plan for Customer's open enrollment period ("**OE**"). OE begins on OE Start Date and ends on the OE End Date. A Campaign can begin up to two (2) weeks before the OE Start Date and can end up to one (1) week after the OE End Date. Each Campaign will begin on a date mutually agreed by the parties ("**Campaign Launch Date**").

b. Customer will upload its list of contact information to Jellyvision, including but not limited to, employee email addresses, employee name, employee's mobile phone number (together, the "**Customer's Employee Contact List**"), in a format specified by Jellyvision, and in a secure manner as directed by Jellyvision. Customer warrants that the Customer's Employee Contact List contains only the contact information of Customer's benefits-eligible employees, and that Jellyvision is hereby authorized to contact such benefits-eligible employees on behalf of Customer. To the extent not forbidden by applicable law, Customer agrees to defend, indemnify and hold Jellyvision and its licensors harmless from and against any and all third party claims, damages, liability, losses, costs and expenses related to or arising out of: (i) a Message; (ii) a Campaign; or (iii) the Customer's Employee Contact List. In any event, Customer agrees not to raise any prohibition against indemnification as a defense to any indemnification claim.

c. ALEX Benefits Communications Releases…

i. ALEX Benefits Communications includes up to three (3) Campaign Releases for each Campaign.

ii. Jellyvision utilizes the release process for Customer review and approval of Messages prior to Campaign Launch, as follows: a "**Campaign Release**" is a draft of all Messages comprising a communications Campaign that Jellyvision presents to Customer via a Word document (or via another medium). Customer provides feedback on each Campaign Releases, including any corrections or revisions, typically within 3-4 business days after Jellyvision provides each Campaign Releases, then final approval for the Campaign Launch, as specified in the agreed upon Campaign schedule.

iii. Final approval refers to express written approval from all Customer stakeholders that all Campaign content is in its finished form.

iv. For each Campaign Release delivered in excess of those set forth above, or delivered by Jellyvision as a "rush release" outside the Campaign schedule, Customer shall pay $3,000 ("**Additional Campaign Release Fee**"). If Customer misses the applicable sign-by date or is late on feedback or approvals, it may lead to a delay in the applicable Campaign Launch, or may require Jellyvision to perform a "rush release" in order to meet the applicable Campaign Launch, which will also be subject to the Additional Campaign Release Fee.

d. Open Enrollment Engagement Package:

i. One (1) Campaign with up to six (6) Messages for up to two (2) unique segments.

ii. Demographic tracking and analytics report.

iii. The Campaign Launch Date may be up to two (2) weeks before the OE Start Date. The Campaign End Date may be up to one (1) week after the OE End Date. However, the maximum duration of the Campaign is the duration of the OE period plus two (2) weeks.

iv. All unused Messages will expire after the Campaign End Date.

v. Includes two (2) rounds of revision, allow-listing support, and one list update during OE.

7. ALEX Implementation Releases…

a. As applicable based on Customer's subscribed-to ALEX products, the following governs the applicable number of releases:

i. ALEX Fundamentals, ALEX Essentials, and ALEX Essentials+ include up to three (3) Releases for implementation. ALEX Advanced includes up to four (4) releases for implementation.

ii. Benefits Sneak Peek video includes 1 Release for implementation.

iii. New Hire Sneak Peek video includes 1 Release for implementation.

b. Jellyvision utilizes the release process for Customer review and approval of ALEX prior to launch, as follows: a "**Release**" is a draft of the Software that Jellyvision presents to Customer via a testing URL, along with documentation verifying the data that Jellyvision entered into the back-end system used to build ALEX. Customer provides feedback on each Release, including any corrections or revisions, typically within 3-4 business days after Jellyvision provides each Release, then final approval for the ALEX launch, as specified in the implementation schedule.

c. Customer shall pay $5,000 ("**Additional Customer Release Fee**") for each release delivered in excess of those set forth above on a per feature basis, or delivered by Jellyvision as a "rush release" outside the implementation schedule. If Customer misses the applicable sign-by date or is late on feedback or approvals, it may lead to a delay in the applicable launch date, or may require Jellyvision to perform a "rush release" in order to meet the applicable launch date, which will also be subject to the Additional Customer Release Fee.

8. When the Subscription Term is longer than one year:

a. The subscription(s) and the associated fees are only for the items listed in the order. If additional Software needs to be added at a later date, the fees will change as documented in a mutually executed Change Order.

b. The launch date and implementation schedule for future years of the Subscription Term will be determined by mutual agreement of Jellyvision and Customer.

9. General

a. If Jellyvision shares future product ideas during the Subscription Term, Customer agrees that such ideas are Jellyvision's confidential information.

b. Customer will be responsible for any and all taxes, however designated, that are levied or based on the respective Order, except for taxes based on the net income of Jellyvision.