SERVICES ORDER FORM

Customer:	Contact:
E-Mail:	Phone:
Address:	

Services: Quote & Apply is multi-carrier quoting and electronic application software for life insurance which can be embedded into the Customer's website(s) for the purpose of offering life insurance products to Customer's users (the "Service(s)").

Services Fees:

- $3,000 one-time initial setup fee

- $25.00 per completed application.

- **Monthly minimum**
  $100 for a single agent
  $100 plus $25 per agents 2-100
  $2,575 plus $12.50 per agents 101+

If the application fees generated per active agent are less than the monthly minimum per monthly billing cycle, Customer will be billed for the difference. If the fees per active agent exceed the monthly minimum in the billing cycle's month, the monthly minimum fee does not apply. **Monthly Minimum** is based on the number of agents with a Quote & Apply application created in the last month.

Example: A Customer with 50 agents has a monthly minimum of $100 + 49 * $25 = $1,325

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this _____ (the "Effective Date") between BackNine Insurance and Financial Services, Inc. with a place of business at 310 N. Westlake Blvd., Suite 240, Westlake Village, CA 91362 ("BackNine", "us", or "we"), and the Customer listed above ("Customer", "you", "your", or "user"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

BackNine Insurance and Financial Services, Inc.   _____

By:_____   By: _____

Name:_____   Name:_____

Title:_____   Title: _____

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1   Subject to the terms of this Agreement, BackNine will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit A. As part of the registration process, Customer will identify an administrative user name and password for Customer's BOSS account. BackNine reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2   Subject to the terms hereof, BackNine will provide Customer with reasonable technical support services in accordance with BackNine's standard practice set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1   Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by BackNine or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, BackNine hereby grants Customer a non-exclusive, non-transferable license to use such Software during the Term only in connection with the Services.

2.2   Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3   Customer represents, covenants, and warrants that Customer will use the Services only in compliance with BackNine's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless BackNine against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although BackNine has no obligation to monitor Customer's use of the Services, BackNine may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4   BackNine may make certain BackNine logos or marks ("Marks") available for use by Customer and other users to allow Customer to identify BackNine as a service provider. BackNine may limit or revoke Customer's ability to use Marks at any time. Customer may never use any Marks consisting of trademarks or service marks without BackNine's express permission, or in a manner that may lead people to confuse the origin of Customer's products or services with BackNine's. During the term of this Agreement, Customer may publicly identify BackNine as the provider of the Services to Customer and BackNine may publicly identify Customer as a BackNine user. Neither Customer nor BackNine will imply any untrue sponsorship, endorsement, or affiliation between Customer and BackNine. Upon termination of this Agreement, both Customer and BackNine will remove any public references to our relationship from our respective websites.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1   Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, customer, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of BackNine includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to BackNine to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2   Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. BackNine shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support, and (c) all intellectual property rights related to any of the foregoing.

3.3   Notwithstanding anything to the contrary, BackNine shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and BackNine will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other BackNine offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.4   Current stockholders of BackNine own stock in a brokerage general agency "BackNine Insurance and Financial Services, Inc."
which may be in a similar business as Customer. BackNine will not offer its Services to BackNine for use with Customer's
agents whom use BackNine's Services during the term of the agent's subscription and for a period of one year after the termination
date of the agent's subscription. BackNine reserves the right not to not allow the sign up of agents who already have registered
accounts.

4.   PAYMENT OF FEES

4.1   BackNine will provide the Services to you at the fees ("Fees") described on the Pricing page (https://back9ins.com/pricing), hyperlinked here and incorporated into this Agreement. BackNine may revise the Fees at any time. However, BackNine will provide Customer with at least 30 days advance notice before revisions become applicable to you (or a longer period of notice if this is required by applicable Law). Fees will be documented on a monthly statement which will be emailed in HTML, PDF, and CSV formats and also available within BOSS. Fees paid by credit cards, debit cards, or ACH will be charged after the closing of each calendar month. A case is considered to be submitted once the owner, insured and agent eSign the application.

4.2   BackNine may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by BackNine thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on BackNine's net income.

4.3   If Customer believes that BackNine has paid Customer incorrectly, Customer must contact BackNine no later than 90 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

5.   SECURITY

5.1   BackNine is responsible for protecting the security of Data in our possession. BackNine will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data stored in our servers from unauthorized access, accidental loss, modification, or breach, and we will comply with applicable Laws when we handle User and Personal Data. However, no security system is impenetrable and we cannot guarantee that unauthorized parties will never be able to defeat our security measures or misuse any Data in our possession. You provide User Data and Personal Data to BackNine with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement Security Controls (as defined below) and any additional controls that meet your specific requirements. In our sole discretion, we may take any action, including suspension of your Services, to maintain the integrity and security of the Services or Data, or to prevent harm to you, us, Users, or others. Customer waives any right to make a claim against BackNine for losses Customer incurs that may result from such actions BackNine may take to prevent such harm.

5.2   Customer Security: Customer is solely responsible for the security of any Data on Customer's website, servers, in Customer's possession, or that Customer is otherwise authorized to access or handle. Customer will comply with applicable Laws when handling or maintaining User Data and Personal Data, and will provide evidence of Customer's compliance to BackNine upon BackNine request. If you do not provide evidence of such compliance to BackNine's satisfaction, BackNine may suspend your Services or terminate this Agreement.

5.3   Security Controls: Customer is responsible for assessing the security requirements of Customer's business, and selecting and implementing security procedures and controls ("Security Controls") appropriate to mitigate Customer's exposure to security incidents.

6.   TERM AND TERMINATION

6.1   This Agreement continues until terminated by Customer or BackNine. Customer can terminate this Agreement by sending Notice to BackNine. BackNine may terminate this Agreement or suspend Services at any time for any reason by providing Customer with Notice. BackNine may suspend Services or terminate this Agreement, if (i) BackNine determines in BackNine's sole discretion that Customer is ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your Services; (ii) Customer uses the Services in a prohibited manner or otherwise does not comply with any of the provisions of this Agreement; (iii) any Law or insurance company requires BackNine to do so; or (iv) BackNine is otherwise entitled to do so under this Agreement.

6.2   Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, BackNine will make Customer Data available to Customer via BOSS for a period of thirty (30) days, but thereafter BackNine may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6.3   Upon the termination of this Agreement, unless otherwise directed by BackNine, Customer shall either return or destroy all PHI received from use of the Services. Notwithstanding the foregoing, in the event that Customer and BackNine determine that returning or destroying the Protected Health Information is infeasible, Customer shall provide to BackNine notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Customer to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Customer maintains such Protected Health Information.

7.   BOSS AND API

7.1   BackNine has developed and provides access to BOSS and BackNine's API that may be used to access and report on the Services. Customer may use the API solely as described in the Documentation to use the Services on websites and through the websites identified in your BOSS Account. Customer may not use the API for any purpose, function, or feature not described in the Documentation or otherwise communicated to Customer by BackNine. Due to the nature of the Services, BackNine will update the API and Documentation from time to time, and may add or remove functionality. BackNine will provide Customer Notice in the event of material changes, deprecations, or removal of functionality from the API so that Customer may continue using the Services with minimal interruption.

7.2   BackNine will provide Customer with secret API keys in addition to production and test tracking ID's. Customer is responsible for securing Customer's secret API keys – do not publish or share them with any unauthorized persons. Customer should contact BackNine immediately if Customer becomes aware of any unauthorized use of Customer's secret key or any other breach of security regarding the Services.

8.   HIPAA BUSINESS ASSOCIATE AGREEMENT

In the event Customer creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Customer shall: Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316) apply to Customer. Not use or further disclose the PHI, except as permitted by law; Not use or further disclose the PHI in a manner that had Customer done so, would violate the requirements of HIPAA; Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement; Comply with each applicable requirements of 45 C.F.R. Part 162. Report promptly to BackNine any security incident or other use or disclosure of PHI not provided for by this Agreement of which Customer becomes aware.

9.   WARRANTY AND DISCLAIMER

BackNine shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by BackNine or by third-party providers, or because of other causes beyond BackNine's reasonable control, but BackNine shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Customer represents and warrants that Customer is eligible to use the Services and has the authority to execute and perform the obligations required by this Agreement.

10.   INDEMNITY

BackNine and Customer shall hold each other harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided BackNine or Customer is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; BackNine and Customer will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by BackNine, (ii) that are modified after delivery by BackNine, (iii) combined with other products, processes or materials where the alleged infringement relates to such combination, (iv) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (v) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by BackNine to be infringing, BackNine may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder.

11.   LIMITATION OF LIABILITY

11.1   NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, BACKNINE AND CUSTOMER AND THEIR COLLECTIVE SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND BACKNINE'S OR CUSTOMER'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY BACKNINE TO CUSTOMER FOR THE SERVICES UNDER THIS AGREEMENT IN THE 3 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT BACKNINE OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, BACKNINE AND CUSTOMER DO NOT WARRANT THAT THEIR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES EITHER PARTY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND BACKNINE AND CUSTOMER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES.

11.2   Important Note for Sole Proprietors: If you are using Services as a sole proprietor, please keep in mind that the Law and the terms of this Agreement consider you and your business to be legally one and the same. You are personally responsible and liable for your use of the Services under this Agreement.

12.   MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with BackNine's prior written consent. BackNine may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with BackNine to serve as a reference account upon request.

EXHIBIT A

Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. Any downtime resulting from outages of third-party connections or utilities or other reasons beyond BackNine's control will be excluded from any such calculation. Customer's sole and exclusive remedy, and BackNine's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 30 minutes, BackNine will credit Customer 3.5% of previous month's Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to BackNine) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify BackNine in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. BackNine will only apply a credit to the month in which the incident occurred. BackNine's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of BackNine to provide adequate service levels under this Agreement.

EXHIBIT B

Support Terms

BackNine will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling 800-790-1951 or any time by emailing support@back9ins.com.

BackNine will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

<div align="center">Payment</div>

Billing Contact Name:_____

Billing Contact Email:_____

Account Owner Name:_____

<div align="center">Please complete either the ACH or Credit Card information</div>

<div align="center">ACH</div>

Account Number:_____

Routing Number:_____

Account Type: Checking   Savings

<div align="center">Credit Card</div>

Card Number:_____

Expiration Date:_____

Billing Zip Code:_____

Security Code:_____