



Contents Valuation Service Agreement

This Agreement is made this XXth day of XXXX, between CLIENT NAME, (located at CLIENT ADDRESS) herein referred to as "Client" and InfraWare, Inc., (located at 19 South 6th Street, Suite 900, Terre Haute, IN 47807) herein referred to as "Provider." In consideration of the mutual promises herein contained, the parties agree as follows:

It is the desire of the Client to engage the services of the Provider for the purpose of providing documentation and pricing services ("Services").

1. Estimator Staffing

- a.** Provider shall provide estimators in such a number as is necessary to comply with turnaround times outlined in this Agreement. Persons providing Services for the Client shall be employees or subcontractors of Provider and not employees of the Client. The Client reserves the right to request the removal of an estimator assigned to the Client. Both parties shall agree to not make an offer of employment to Client's personnel without prior consent of that party.
- b.** Provider warrants that a criminal background check has been performed on any employee or subcontractor assigned to any activities that relate to Client and that such criminal background checks did not include any felony convictions or any other convictions that involve dishonesty or breach of trust.

2. Claim Turnaround Times

- a.** It is agreed, the average claim turnaround shall be as described in Exhibit A of this agreement.
- b.** The following conditions shall void the responsibility of Provider to maintain report turnaround times:
 - i.** Downtime of equipment not owned or provided by Provider to include but not limited to XactContents, Internet connection or area outages beyond the control of Provider.
 - ii.** Surges of claim requests that exceed the normal daily workload by 20% greater than the daily average over the last 6 months (or such shorter time for which information is available. Client should submit claim pricing requests daily and avoid saving up claims across multiple days.) In the event of a declared CAT, the parties will work together in good faith to adjust the service level requirements.

3. Security

- a.** Provider servers are located in secure data centers with physical and logical security to meet and exceed HIPAA requirements.

- b. Protected health information and Non-public Personal Information as defined in Exhibit A and other sensitive data are stored in systems that provide maximum uptime and access to data. This is enabled by redundant hot-swappable hard drives, power supplies and cooling modules.
- c. Provider will run periodic scans to ensure those providing Services from their home devices are complying to Provider's security and privacy requirements.

4. Privacy & Confidentiality

- a. Provider and Client agree to the privacy and confidentiality obligations and language found in Exhibit B.

5. Indemnification

- a. Provider shall assume responsibility for and shall indemnify and hold Client harmless and defend Client from all losses (including claims for injuries to employees of Provider or of Client), expenses, attorneys' fees, damages, claims, and judgments arising from or growing out of the negligent acts or omissions or wrongful acts (including acts related to the unauthorized disclosure of confidential information relating to customers and of Client) of Provider its agents or employees solely or in conjunction with a third person other than Provider or its employees.
- b. Client shall assume responsibility for and shall indemnify and hold Provider harmless and defend Provider from all losses (including claims for injuries to employees of Provider or of Client), expenses, attorneys' fees, damages, claims, and judgments arising from or growing out of the negligent acts or omissions or wrongful acts of Client, its agents or employees, solely or in conjunction with a third person other than Client or its employees.

6. Limitation of Liability

- a. All property, whether tangible or intangible, which may be delivered hereunder, will be delivered on an "as is, where is" basis without any expressed or implied warranty.
- b. Other than the obligations of Provider set forth in this agreement, Provider makes no other warranties whatsoever. Provider hereby disclaims all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, any implied warranties of non-infringement or any implied warranties arising from any course of dealing, usage or trade practice.
- c. In no event shall Provider or any of its members, managers, officers, employees, agents, affiliates or representatives be liable for any direct, indirect, special, incidental, consequential, punitive or other damages, lost profits or lost savings, arising out of or relating to this agreement or any services provided by Provider, its affiliates or representatives, or by any other person or entity (however arising, including negligence).
- d. Provider's total liability for any and all damages, including any award by arbitrator(s) pursuant to Section 2.19, shall not exceed the lesser of (a) the actual out-of-pocket expenses incurred by Client with respect to the alleged default by Provider, or (b) the aggregate amount of fees paid by Client to Provider during the three (3) month period preceding the date of the alleged default.

7. Quality & Liability

- a. The parties agree that the service provided under this agreement is clerical in nature. While Provider estimators are skilled with good working knowledge of contents valuation, they are not educated, trained or serving as insurance adjusters or public adjusters. The nature of pricing items is imperfect. Corrective feedback by Client is helpful and encouraged. The parties agree that an accepted common threshold for quality is 95% accuracy.

8. Paragraph Headings

- a. The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement.

9. Legal Construction

- a. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.

10. Prior Agreements Superseded

- a. This Agreement constitutes the sole Agreement of the parties with respect to the parties and supersedes any prior understandings or written or oral Agreements between the parties respecting that subject matter.

11. Choice of Law

- a. This Agreement, and the performance of the Agreement, is governed by the laws of the State of Indiana, notwithstanding the choice of law provisions of the venue where the action is brought, where the violation occurred, or where the Independent Contractor may be located. Any action to enforce, challenge or construe this Agreement or to recover for a breach shall be litigated exclusively in a court located in Vigo County, Indiana. The only exception to this exclusive jurisdiction provision is that the Company may elect to litigate such action where the Independent Contractor breaches the Agreement or where the Independent Contractor can be found. Independent Contractor acknowledges and agrees that this jurisdiction, venue and governing law provision is an essential provision of this Agreement and waives any defense of lack of personal jurisdiction, improper venue or forum non conveniens.

12. Additional Services

- a. Future additional or expanded services not defined within the scope of this Agreement shall be itemized as a separate Service Agreement Attachment and made a part of this Agreement. An Additional or Expanded Service Attachment shall specify the scope of the requested additional or expanded service and include itemization of applicable billable items.

13. Miscellaneous

- a. Neither the waiver by either of the parties hereto or a breach or a default under any of the provisions of this Agreement, nor any failure of either party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.
- b. Either party may assign this agreement to successors with written notice to the other.

14. Term

- a. The term will commence on the 1st day of October 2020 and shall be renewed thereafter without action of either Party for a maximum of two (2) successive one-year (1-year) periods.
- b. If no action is taken by either party 90 days prior to the conclusion of the final period, this Agreement shall remain in effect with the same terms for successive one-year periods, unless either Party notifies the other in writing 90 days before the conclusion of the period. Failure to provide proper notice then a fee of the most recent 90 days billing charges shall be owed to the Provider by Client.

15. Arbitration

- a. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (AAA) under its *Commercial Arbitration Rules*, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- b. The Parties agree that the need to protect the trade secrets and proprietary information of Provider from improper disclosure is of such critical importance that Provider must have the option to seek injunctive relief when it deems necessary.
- c. In the event an improper disclosure occurs or is threatened, the Provider shall have the right to seek injunctive or other equitable relief in any court of competent jurisdiction.
- d. Such action will not preclude Provider from later or in addition seeking damages caused by such unauthorized disclosure.
- e. Both Parties agree that any dispute in the aggregate amount which does not exceed \$25,000 shall be subject to the sole jurisdiction of Indiana.

16. Force Majeure

- a. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, strikes or other work interruptions, Internet access interruptions, power failures, or any similar or dissimilar cause beyond the reasonable control of either Party.
- b. Both Parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

17. Non-Solicitation

- a.** Each party agrees that during the term of this Agreement and for a period of twenty-four (24) months immediately following the termination or expiration of this Agreement, neither party will, either individually or on behalf of any other person firm, partnership or other entity, directly or indirectly, hire solicit, induce, recruit or encourage any of the employees or contractors of said other party to leave their employment, or attempt to solicit, induce, recruit, encourage any of the other party's employees or contractors to leave their employment, either for themselves or for any other person or entity.

Exhibit A Fee Schedule

Billing Rate(s) Shall Be:		
\$63.00	Per Hour	On-Site Contents Creation: InfraWare will provide on-site contents creation services as defined below in exhibit C. This includes all items being captured, photographs and transcribed into the Xact Import Template. Pricing of the items is separate and listed below under “Item Pricing”
\$35.00	Per hour	Voice2Voice: (live inventory capture over the phone) One hour minimum, then \$.58/min after 60 minutes minimum. Price Break: Once we reach 10 Franchises signed up the Voice2Voice price will be reduced by 10% to \$31.50 per hour. This will require a 1 hour minimum then \$0.525 per minute after 60 minutes.
\$0.25	Per item	Transcription: Item transcribed from a scope sheet (word, pdf, jpeg, .tif, dvr, excel) into InfraWare Import Template Price Break: Once we reach 10 Franchises signed up the Transcription price will be reduced by 10% to \$0.225 per item. This will be communicated once reached.
\$0.50	Per item	Item Pricing: All claims submitted that require pricing will be completed in XactContents unless otherwise directed by Client. All pricing work will commence once the transcription or Voice2Voice is completed (If required). Claims that are submitted through the normal pricing channel will be processed and priced per the Client instructions. As a default, InfraWare follows standard pricing principles and will adhere to Client’s specific requirements regarding topics such as reported cost, use of Xact Vendor Database, general quote and others. Price Break: Once we reach 10 Franchises signed up the Pricing price will be reduced by 10% to \$0.45 per item. This will be communicated once reached.
\$25.00	Per	Contents Hotline/Email express 1-10 items
\$35.00	Per	Contents Hotline/Email express 11-25 items
\$45.00	Per	Contents Hotline/Email express 26-40 items
TBD	Per	Commercial/Industrial claims
\$10.00	Per	Minimum Claim Charge
Claim Cycle Times (TAT):		

Cycle time begins for claims received by 5 p.m. daily, excluding weekends and federal holidays. Otherwise, the clock begins at 8 a.m. the next business day.		
48-96 hours	for	all pricing claim types excluding weekends and holidays <i>(TBD by customer)</i>
2-24 hours	for	all "RUSH" claims
24 hours	for	Transcribe only claims
1-2 hours	for	All email express claims
Immediate	for	All hotline calls
Note: Subject to the exceptions defined in service agreement.		
Additional Price Breaks: For every five (5) franchises after the 1st ten (15, 20, 25, 30, 35+) InfraWare will offer an additional 1% reduction in each of the 3 prices offered above, with a max discount of 15%.		
Invoicing Process: Franchises will be invoiced by INFRAWARE on the 1st of each month in a clear and verifiable form with terms of Net 30.		

Address	is	
Contact Name	is	
Contact email	is	
Contact phone	is	
Terms of billing	are	InfraWare bills on the 1st of each month, with Net 30
Authorization	is	I agree to the terms of this Exhibit A in conjunction with the Transcription Service Agreement. InfraWare is authorized to charge the above accounts (as completed) for service as described in my/our service agreement(s). I agree to provide an alternate method of payment immediately upon learning that any payment has been dishonored by my financial institution for any reason. A \$25 fee will apply to any declined payment. Interest in the amount of 1.5% per month, will apply to late payments. The duration of this authorization is for as long as my agreement for any services continues, including any extensions, or until all charges are satisfied.

Exhibit B Confidentiality and Privacy

1. **Acknowledgements** Each party acknowledges that in the course of performing under this Agreement, it may be exposed to or acquire information that is confidential or proprietary to the other party, its affiliates, and their customers, directors, officers, employees or agents. Any and all Confidential Information (as defined below) of a party (the “Disclosing Party”), disclosed to or obtained by the other party or its Representatives, as set forth in Section 2 below (collectively, the “Recipient”), whether prior to, during, or after any business relationship that the parties may have, shall be deemed confidential and proprietary information belonging to the Disclosing Party. In recognition of the foregoing, each party, as Recipient, covenants and agrees:
 - a. that it will maintain all Confidential Information of the Disclosing Party in confidence, using at least the same degree of care as it uses to avoid unauthorized use or disclosure of its own confidential information, but in no event less than a reasonable standard of care or that standard of care imposed upon it by laws applicable to the Recipient;
 - b. that it will not, directly or indirectly, sell, assign, license, or market any Confidential Information of the Disclosing Party unless the Disclosing Party provides prior written consent;
 - c. that it will not make use of any Confidential Information of the Disclosing Party for its own purposes or the benefit of anyone or any other entity other than the Disclosing Party, except in order to perform its obligations as contemplated by this Agreement or as otherwise expressly provided under this Agreement;
 - d. that it will take no action with respect to the Confidential Information of the Disclosing Party that is inconsistent with the confidential and proprietary nature of such information;
 - e. that it has the programs, process and procedures in place to comply with the confidentiality, data security and privacy obligations found in this Agreement or imposed by applicable Federal or State laws governing the Confidential Information, including, if applicable, those obligations found in Massachusetts Regulation 201 CMR 17 (“Standards for The Protection of Personal Information of Residents of the Commonwealth”); and
 - f. that it will not disclose or copy Confidential Information to any third party except as set forth in Section 2 of this Agreement.

2. **Disclosure and Security Procedures** No party shall disclose Confidential Information of any other party, except to its employees, subcontractors, consultants and agents (“Representatives”), having a need to know such information in connection with the performance of its obligations as contemplated by this Agreement. The Recipient shall not copy Confidential Information of the Disclosing Party except as necessary to effectuate the obligations under this Agreement. Each party shall instruct all such Representatives (and for avoidance of doubt, the employees’ subcontractors’ and agents of its Representatives) as to their obligations concerning confidentiality and the compliance therewith. Each party shall be responsible for the actions of their Representatives.

3. **Confidential Information** For purposes of this Agreement, "Confidential Information" of a party (which shall also include its affiliates’ information) shall include all information of the Disclosing

Party, whether that information is in written, oral, magnetic, photographic, optical or other form (now existing or created or developed during the period of this Agreement), including, but not limited to, the following:

- a. information relating to the Disclosing Party's planned or existing computer systems, processing methods, technical processes and operational methods;
 - b. any and all of the Disclosing Party's proprietary computer software, technical information, know-how, security and other related information;
 - c. information regarding customer data, customer lists, sales, profits, premiums, expenses, losses, pricing and other financial information;
 - d. information that describes the Disclosing Party's claims, sales/marketing or other activities or strategies;
 - e. information that describes how the Disclosing Party's activities are administered and managed;
 - f. information that describes the Disclosing Party's organizational structuring, business affairs, and business initiatives;
 - g. information about the Disclosing Party's Clients, customers or business associates; \
 - h. confidential information of a third party licensed to, possessed by, or in the control of the Disclosing Party and which said Disclosing Party is or may be obligated to treat as confidential or proprietary;
 - i. any other information related to the Disclosing Party that is not generally known to the public or within the industries and trades in which the Disclosing Party competes or that may otherwise be protected by trade secret law ("Trade Secrets");
 - j. anything else possessed by the Disclosing Party which is clearly marked "Confidential";
 - k. any marketing, regulatory, strategic, or financial information of the Disclosing party and its respective affiliates; and
 - l. "Nonpublic Personal Information" (which shall be defined with reference to the Gramm-Leach-Bliley Act of 1999, 15 U.S.C. §§ 6801 et seq. and any other federal or state laws governing the confidentiality of personal information, including without limitation, personal information as it is defined in 201 CMR 17.00 "Standards for The Protection of Personal Information of Residents of the Commonwealth").
4. **Non-Confidential Information** Notwithstanding the above paragraph, Confidential Information of any party shall not include information that
- a. is or becomes generally known to the public, not as a result of a disclosure by the Recipient,
 - b. is rightfully in the possession of the Recipient prior to disclosure without a duty of confidentiality,
 - c. is received by the Recipient in good faith and without restriction from a third party not under a confidentiality obligation to the Disclosing Party and having the right to make such disclosure,
 - d. is disclosed pursuant to a court or regulatory order or another legal requirement, or
 - e. is independently developed by the Recipient or its employees; provided however, that the Recipient hereby acknowledges and agrees that, if such party shall seek to disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any Confidential Information, such party shall bear the burden of proving that any such

information was independently developed or shall have become publicly available without any such breach and provided further that the Recipient shall not make any disclosure pursuant to a court or regulatory order or other legal requirement without first giving the Disclosing Party, to the extent reasonably possible, a reasonable opportunity to seek an appropriate protective order or other relief.

5. **Nature of Confidential Information** All Confidential Information of a Disclosing Party shall belong exclusively to that party and any Recipient of such Confidential Information agrees to turn over or destroy (and certifying the same if requested) any Confidential Information in its possession or control at the request of the Disclosing Party and upon the termination of this Agreement or any relationship between the parties.
6. **Equitable Relief** Each party acknowledges that the unauthorized disclosure of the Disclosing Party's Confidential Information may cause irreparable injury to the Disclosing Party. Each party shall, therefore, be entitled to seek injunctive relief upon a disclosure or threatened disclosure of any such Confidential Information, without the posting of a bond. Without limitation of the foregoing, a party shall advise the Disclosing Party promptly in the event that it learns or believes that any person or entity which has had access to Confidential Information of the Disclosing Party has violated the terms of this Agreement, and will cooperate with the Disclosing Party in seeking injunctive or other equitable relief against any such person or entity. This provision shall not in any way limit such other remedies as may be available to the parties at law or in equity.
7. **Term and Survival of Obligations** With respect to the confidentiality obligations imposed by this Agreement or by applicable law, the obligations of the Recipients shall continue indefinitely.

Exhibit C On-Site Contents Creation

1. Contents Creation Services Proposed by the Provider.

- a. **Receiving the Assignment** The Provider will review all documentation and notes provided by the assigning adjuster and will follow up with the client, preferably by phone, to review the scope and ask pertinent questions.
- b. **Contact the Policyholder** All contact with the Policyholder must be done with the utmost professional and empathetic tone possible. Introduce yourself, working on behalf of Client. Your sole purpose is to work with the Policyholder to create an accurate list of total loss contents for the loss they suffered. You are on their side in helping them get a fair and accurate list together. Always review the scope of loss and circumstances around the current state of the scene. Explain you will have a local field rep call them and set an appointment for onsite inspection and inventory creation. Let them know the field rep works for you and the policyholder. It is important that the policyholder trusts you and if they have any issues, they reach out directly to you at any time. Get a time frame that works best for the policyholder. Are there 2-3 options for the field rep to arrive? Let them know the field rep will be calling them within 24 hours to finalize the inspection time and date. Remind them AGAIN, you are the point of contact for this process. Give them all your contact information. Make sure they write it down if possible. Get an email address and email a confirmation of the phone call and details. Update the file notes in the claim.
- c. **Assign a Field Rep** The Provider will assign a local field rep based on the location, best times and dates for the Policyholder, as well as the requirements of the Policyholder.
- d. **Arriving On Site** The Provider will arrive with appropriate tools to compile the inventory and meet with the Policyholder or their representative prior to the inspection to review concerns or problem areas. The field rep will walk the loss with the Policyholder and inspect the scope, inspect the items damaged, and ask the Policyholder questions about those items and what happened. Once a walk through has been completed, the field rep will explain to the Policyholder what the loss strategy is and what they can expect.
- e. **Creating the Inventory** The field rep will create the inventory methodically. Each room will be considered as its own separate Space/Inventory. Special consideration will be given to 'bulk item' scenarios. The item descriptions will be clear, informative, and brief. The field rep will work efficiently and effectively while on site in order to control admin hours being spent upon completion. Any claim needing more than 5 admin hours will be communicated to the client prior to exceeding that number. The client will then advise as to whether the field rep will continue or return the claim to the client. In addition, if a significant number of items are discovered to be restorable then the Provider will contact the Client (franchise location) immediately to determine next steps.
- f. **Photographs** The field rep will utilize Microsoft OneDrive, ProAssist (if the client has purchased), DropBox or other means to transfer all required photographs back to the client. Client has provided a list of required photographs:
 - i. Front of home, preferably including the street number or apartment number
 - ii. Origin of loss (where the fire started, water leak, etc)
 - iii. 4 photos from corners of each room to show overview of room's contents from different viewing angles

- iv. At least 2 photos of each high-end or expensive item, including; rugs, leather items, furs, furniture, appliances, tv's, and any item that costs more than \$100. Where applicable these photos should include the item, model, brand and serial number. Also take a photo of any pre-existing damage (e.g. dented refrigerator, cracked tv screen, muddy rug, large stain on couch, etc.)
- g. **Tabulating the Final Inventory** The Provider will call the Policyholder after the inspection and confirm the onsite inspection is complete and that everything went well.
- h. **Quality Assurance Process** The Provider will review each inventory provided. Topics for general review prior to return to the Client are listed below. Reviews are not limited to this list and will be determined based on the specifics of each claim.
 - i. Is it in the proper format?
 - ii. Are quantities accurate?
 - iii. Are the descriptions good enough for Valuation to give accurate pricing?
 - iv. Are there any Bulk Allowances?
 - v. Do they fall within Carrier Guidelines?
 - vi. Are ages accounted for on all or most of the line items?
 - vii. Are there any obvious duplicates?
 - viii. Does the inventory fall in line with the scope of the assignment?
 - ix. Are the items separated by room?
- i. **Submit the Inventory for Pricing** The final inventory will be priced by the Provider and submitted to the Client in the required format.
- j. **Billing and Admin Time** Billing hours for on-site inventory work will commence when the field rep arrives on-site and end when the field rep leaves the property. Admin time may consist of final inventory transcription (if Voice2Voice transcription method is not used), processing of photographs (if Provider does not use ProAssist App or another Client-provided method for onsite photos), follow up with the insured (if needed/requested), or other work related to the claim that needs to be completed prior to returning the claim to the Client or pricing the claim. If Voice2Voice is used onsite, rather than data collection via a spreadsheet, then admin time will be significantly reduced. Client understands that if the provider also uses Voice2Voice method while onsite then that time is also subject to the contractual hourly rate. The specific requirements will be discussed and agreed upon between Client and Field Rep prior to starting the job. Since each claim is different it is impossible to define exact parameters relative to the amount of admin time it will take to complete each claim. These guides will assist in estimating the time a typical claim will take, however:
 - i. Up to 500 line items: typically between 1-4 hours of admin time
 - ii. Up to 1000 line items: typically between 1-5 hours of admin time
 - iii. Over 1000 line items: 1-6+ hours of admin time
 - iv. In any special or extreme cases the field rep will receive authorization for extended admin time from the Client PRIOR to proceeding with additional admin time.
 - v. If Client believes the amount of admin time seems excessive, given the parameters of the job, then Client can escalate the issue to Provider for resolution or clarification.

k. Contents Creation Workflow

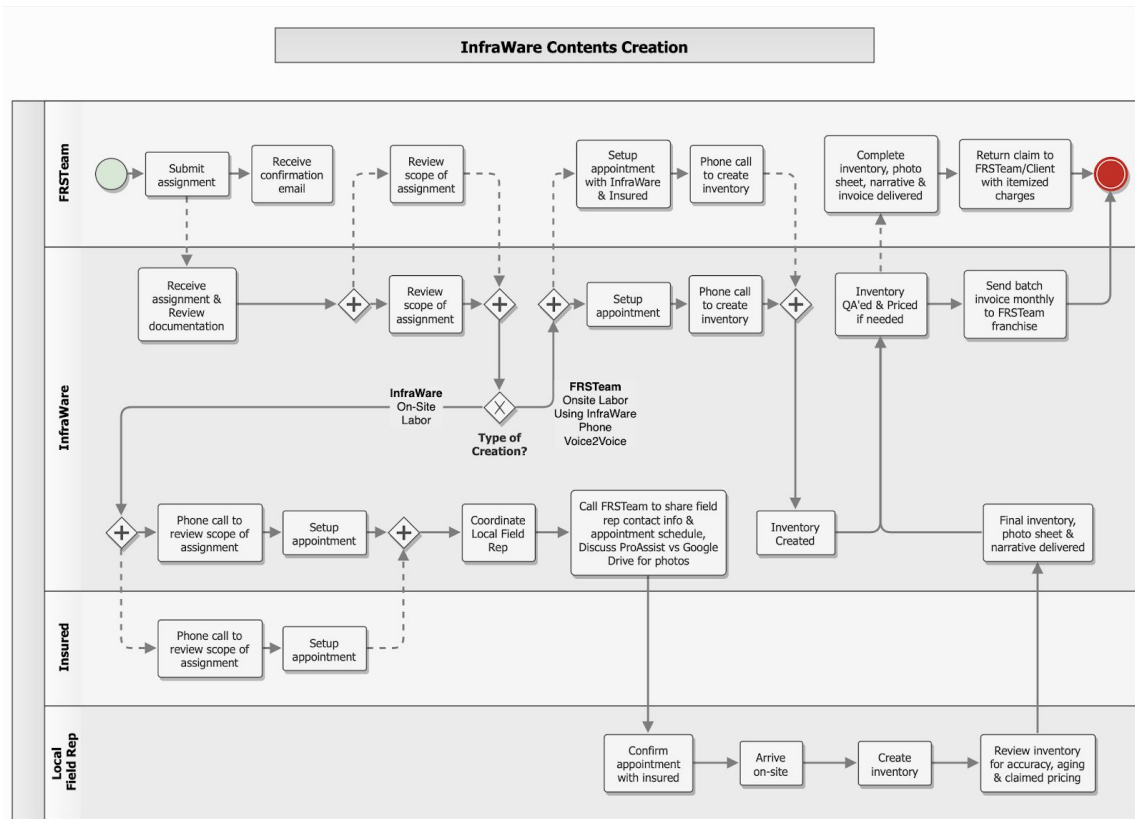


Exhibit D Amendments

Amendment #1

Agreement: The original Agreement and all amendments to it prior to this amendment shall be known here-in, collectively, as the “Agreement.” Provider and Client agree to amend the Agreement for Insurance Content Services.

Fees:

1. **Depreciation:** The rate per item is \$0.20. Claims previously priced by Provider may be resubmitted for adding ages and depreciation. Once 10 Franchises sign up for this service the rate will be reduced by 10% to \$0.18/item.
2. **Rush job for on-site services:** This is defined as any request with less than one (1) business day of advance notice. Client will be charged a flat fee of \$250 per job.
3. **Mileage Fee:** The federal allowance for mileage will be used. The rate is currently **\$0.56** per mile. Future adjustments to the federal rate will be implemented as part of this agreement. All miles in excess of 200 will be billed at this rate. If a claim is expected to have a total of over 200 miles to complete, then Client approval will be required.

Terms: All other terms and conditions in the original Agreement will remain the same.

SIGNATURE PAGE

APPROVED BY:

CLIENT NAME, Client

InfraWare, Inc., Provider

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date