

License Agreement

Last Updated: March 14, 2024

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into by and between the undersigned ("Licensee") and The Penn Mutual Life Insurance Company ("Penn Mutual") for Penn Mutual to grant license rights to Licensee to use Leap Systems ("Leap").

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SERVICE ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND YOUR AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE. THIS AGREEMENT MAY BE MODIFIED BY PENN MUTUAL FROM TIME TO TIME, SUCH MODIFICATIONS TO BE EFFECTIVE UPON POSTING BY PENN MUTUAL ON THE LEAP WEBSITE. IF YOU REGISTER FOR A FREE VERSION OF THE SERVICE OR A FREE TRIAL OF THE SERVICE, THE APPLICABLE PROVISIONS OF THIS AGREEMENT ALSO GOVERN YOUR USE OF THOSE SERVICES.

Definitions

- "License Date" means the date that Licensee accepts the terms of the Agreement.
- "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.
- "Documentation" means all non-software application products such as the licensed materials, user manuals, marketing, training guides, web-based training/LMS, live training events, videos, podcasts, PDFs, and any and all Service-support oriented material and information available to Licensee.
- "Services" means Penn Mutual's proprietary software, tools, calculators, client portals, and other web-services of Leap in whatever form or version as compiled at the sole discretion of Penn Mutual, relating to Leap's methods, systems, know-how and other intellectual property as the same may be modified, enhanced, or updated, and any and all new versions or upgrades as constituted in the sole discretion of Penn Mutual. The Services include Financial Stories™; XRM; Design Center; Retirement Pressures; Wealth in Motion (WIM); LEAP Classic.
- "Term" means the Initial Term and all Renewal Terms collectively.
- "Territory" means the United States of America and Canada.

Registration

To allow use of the Services, Licensee must open a Leap account ("Authorized User"). An Authorized User account must not be shared among users. As part of the registration process, you may be asked for additional information, including but not limited to, address, date of birth, and/or email confirmation. You are responsible for maintaining the confidentiality of your login, password, and account and for all activities that occur under your login and account.

Grant of License

License. Penn Mutual grants to Licensee a personal, limited, non-exclusive, non-transferable, non-assignable, terminable and limited license during the Term to:

- use the Services only in the Territory and solely for purposes of, and in connection with, selling and/or providing financial services to Licensee's clients; and
- use the Services by a single user only on a device owned, leased or otherwise controlled by Licensee.

Copies. Licensee may make, for internal use only, a reasonable amount of printed copies of the Documentation but may not share, disseminate, post on the internet or otherwise transfer this material with any non-Leap licensed person.

Ownership

Penn Mutual owns all rights, title, and interest in and to all aspects and components of the Services and all other materials and information provided by Penn Mutual to Licensee, and all revisions, modifications, enhancements, and updates thereto, and copies thereof, and all derivative works based thereon, including any modifications to, or derivative works based on any of the Services made by Licensee.

Licensee acknowledges that Penn Mutual shall have unrestricted rights to incorporate into any software, technology and/or other offered services of Penn Mutual or of any Penn Mutual authorized parties any and all feedback on the Services provided by Licensee to Penn Mutual via the "Feedback" feature. Licensee hereby assigns to Penn Mutual any and all proprietary interest in and to any and all such results, ideas and/or suggestions without further compensation.

This Agreement does not convey to Licensee any ownership interest, property or other rights in or to any component or aspect of the Services, or any portion thereof, other than a limited, nonexclusive, and non-transferable right to use the Services subject to, and terminable in accordance with, the terms of this Agreement.

License Restrictions

Licensee will not:

- sell, lease, license or sublicense the Services or the Documentation to any third party;
- decompile, disassemble, translate, or reverse engineer, or attempt to create any passwords to allow unauthorized activation of the Services;
- provide, disclose, divulge, make available to, or permit use of the Services by any third party without Penn Mutual's prior written consent;
- create or attempt to create, any derivative works of, or otherwise convert, modify, upgrade, enhance, translate or upgrade, the Services;
- circumvent or disable any security or other technological features or measures of the Services, or attempt to probe, scan or test the vulnerability of a network or system, or to breach security or authentication measures;
- send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system.

Free Trial

If Licensee registers on Leap's website for a free trial, Penn Mutual will make one or more Services available to Licensee on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s), or (b) the start date of any purchased Service subscriptions ordered by Licensee. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Any data Licensee enters into the Services, and any customizations made to the Services by or for Licensee, during the free trial will be permanently lost unless Licensee purchases a subscription to the same Services as those covered by the trial, purchases upgraded Services, or export such data before the end of the trial period.

Beta Versions

From time to time, Penn Mutual may make available for you to try, at your sole discretion, certain functionality related to the Service, which is clearly designated as beta, pilot, limited release, nonproduction, or by a similar description (each, a "Beta Version"). Beta Versions are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. If you decide to use the Beta Version you agree to abide by any rules or restrictions Penn Mutual may place on the Beta Version, including any saved data not being transferable once the Beta Version is terminated. Penn Mutual may discontinue Beta Versions at any time in our sole discretion and may never make them generally available. We have no liability for any harm or damage arising out of or in connection with a Beta Version.

Term

This Agreement shall be effective as of the License Date specified above, shall have an initial term of one (1) year ("Initial Term"), and shall automatically renew thereafter for additional renewal terms of one (1) year each (each "Renewal Term") unless Licensee notifies Penn Mutual thirty (30) days prior to the anniversary date.

Termination

Penn Mutual shall have the right to terminate this Agreement upon five (5) days written notice to Licensee:

- for convenience at any time, and at such time Penn Mutual will return to Licensee any payments for services not rendered;
- in the event of nonpayment by Licensee of any fees or other sums due to Penn Mutual under the terms of this Agreement, which is not cured within thirty (30) days after receipt by Licensee of written notice from Penn Mutual detailing the breach;
- in the event of a material breach by Licensee of this Agreement which is not cured within thirty (30) days after receipt by Licensee of written notice from Penn Mutual detailing the breach;
- in the event of any actions by Licensee deemed by Penn Mutual to be detrimental to the reputation of Penn Mutual or the Services;
- in the event of any action by Licensee where Licensee is accused of financial fraud or misconduct, which can lead to the loss of your insurance or securities or other financial professional license.

Fees

Payment. In consideration for the license granted, Licensee agrees to pay Penn Mutual the fees set forth below:

- Leap Financial Stories: \$55.00/month
- Leap Pro (Financial Stories, XRM, Design Center): \$165.00/month

Payment Terms. The initial fee shall be payable by Licensee to Penn Mutual by credit card or debit card upon execution of the Agreement. By providing Penn Mutual with credit card/debit card information, Licensee authorizes Penn Mutual to charge such card for all purchased Services for the Initial Term, and any Renewal Term thereafter. Licensee is responsible for providing Penn Mutual with complete and accurate billing information, and notifying Penn Mutual of any changes.

Taxes. Each party shall be responsible for the payment of taxes, and any interest and penalties related thereto, payable by it under applicable law.

Representations And Warranties

Licensee. Licensee represents, warrants, and covenants that (a) it has the right to enter into this Agreement and doing so will not violate any other agreement; and (b) it is in compliance with all applicable laws, rules, and regulations and has all approvals and licenses necessary to receive and use the Services.

Penn Mutual. Penn Mutual represents, warrants, and covenants that (a) it has the right to enter into this Agreement and doing so will not violate any other agreement; and (b) it is in compliance with all applicable laws, rules, and regulations and has all approvals and licenses necessary to provide the Services.

Disclaimer

NOTWITHSTANDING ANY REPRESENTATIONS OR WARRANTIES PROVIDED HEREIN, PENN MUTUAL PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, PENN MUTUAL AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, NO WARRANTY IS MADE THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES' FUNCTIONALITY AND OUTPUT WILL MEET THE LICENSEE'S REQUIREMENTS. PENN MUTUAL MAKES NO REPRESENTATION OR WARRANTY REGARDING THE RESULTS OBTAINED FROM USE OF THE SERVICES.

Limitation Of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PENN MUTUAL OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

Each party shall indemnify, defend and hold harmless the other party and its affiliates, officers, directors, shareholders, employees, agents, contractors, and third parties from and against any and all claims, losses, damage, liability, cost and expense, including reasonable attorneys' fees, incurred as a result of a breach of the party's representations, warranties, or obligations under this Agreement or which otherwise results from or arises out of a negligent or knowingly wrongful act or omission to act on its part under or in connection with this Agreement, or the Services.

Confidential Information

In connection with its performance under this Agreement, each party (the "Receiving Party") may be supplied with confidential and proprietary information ("Information"), whether transmitted in written, oral, magnetic form or any other medium, concerning the other party by or on behalf of such other party (the "Disclosing Party"). Confidential information includes, but is not limited to, proprietary information relating to trade secrets, processes, pricing, products, sales, finances, business operations and marketing. Information may also include non-public, personal information ("NPI") relating to customers, applicants, policy owners, insureds and beneficiaries and to its officers, directors, representatives, employees and agents. NPI includes, without limitation, customer names, addresses, date of birth, phone numbers, social security numbers, account numbers, beneficiary information, marital status, race or ethnic origin. The fact that a person is a customer is also considered NPI. NPI also includes any list, description or other grouping of customers (and publicly available information pertaining to them) that is derived using any NPI.

Confidential Information does not include information that: (i) has become part of the public domain through no act or omission of the Receiving Party; (ii) to Receiving Party's knowledge, was lawfully disclosed to the Receiving Party without restriction on disclosure by a third party (other than on behalf of the Disclosing Party); (iii) was developed independently by the Receiving Party; or (iv) is or was lawfully and independently provided to the Receiving Party prior to disclosure hereunder from a third party who to the Receiving Party's knowledge is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

The Receiving Party shall receive and use the Information of the Disclosing Party solely for purposes of receiving or providing Services under this Agreement and for the work and transactions contemplated hereby. The Receiving Party shall not disclose any of the Information of the Disclosing Party now or hereafter received or obtained by it without the Disclosing Party's prior written consent; provided, however, that the Receiving Party may disclose such Information to those who require it to perform the Services. The parties agree to use reasonable precautions to protect and prevent the unintentional disclosure of NPI.

In the event that the Receiving Party is required by law or requested by any governmental agency or other regulatory authority (including any self-regulatory organization having jurisdiction or claiming to have jurisdiction over the parties) or pursuant to legal process to disclose any of the Information or NPI, the Receiving Party shall exercise reasonable efforts to provide the Disclosing Party with written notice of any such request or requirement, to the extent permissible and practicable under the circumstances, so that the parties may seek a protective order or other appropriate remedy and confer for the purposes of limiting any proposed disclosure to that which is required by law. Any Information which is given to the Receiving Party under the terms of this Agreement shall

remain the property of the Disclosing Party. The Receiving Party will return the Information and any non-public personal information upon the written request of the Disclosing Party.

General Provisions

- **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorist attacks, epidemics, communication line failure, and power failures (each, a "Force Majeure Event"). The party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event, and also promptly inform the other party upon the termination of the Force Majeure Event.
- **Notices.** All notices between the parties shall be in writing and shall be deemed to have been given if personally delivered or sent by certified mail (return receipt requested), electronic mail or facsimile, to the other party's current or last known address. Notices shall be deemed effective upon receipt if personally delivered, three (3) business days after it was sent if by certified mail, or one (1) business days after it was sent if by electronic mail or facsimile.
- **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.
- **Amendment/Waiver.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing that is signed by Licensee and Penn Mutual. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.
- **Applicable Law.** This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to choice of law principles. Both parties agree that should any dispute between the parties result in litigation, either as a result of this contract or otherwise, that each waives the right to trial by jury. In all cases where a party seeks relief in connection with this Agreement in a court of competent jurisdiction, the exclusive forum and venue shall be federal court of the Eastern District of the Commonwealth of Pennsylvania or the Common Pleas Court of Montgomery County, Pennsylvania.
- **Entire Agreement.** This Agreement embodies the complete agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way. All covenants and agreements contained in this Agreement by or on behalf of a party hereto shall bind and inure to the benefit of the respective successors and assigns of such party. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part without the prior written consent of Penn Mutual. Penn Mutual may assign its rights and obligations under this Agreement, in whole or in part, without the consent of Licensee, and upon any such assignment Penn Mutual will have no further liability or obligation.