

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “*MSA*”) is entered into by and between DataMentors, LLC *d/b/a* Porch Group Media (“*PGM*”) and [CLIENT] (“*Client*”) as of [DATE] (the “*Effective Date*”). PGM and Client are sometimes referred to herein, individually, as a “*Party*” and, collectively, as the “*Parties*.”

WHEREAS PGM provides integrated omnichannel audiences and products (“*PGM Products*”) and solutions and services (“*PGM Services*”) (collectively, “*PGM Offerings*”); and

WHEREAS, Client is interested in purchasing or licensing one or more PGM Offerings.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises, agreements and conditions stated herein, the Parties agree as follows:

1. Services. Porch will provide the PGM Offerings to Client in accordance with the terms and conditions of this MSA and as further described in the applicable statement of work, insertion order, or platform order (each, individually, a “*Work Order*,” or, collectively, “*Work Orders*”). In the event of a conflict between these terms of a Work Order and this MSA, the terms of this MSA will govern unless the Work Order specifically calls out a section of this MSA that it is intended to override.
2. Representations and Warranties.
 - a. Each Party represents and warrants: (i) it has requisite corporate power and authority to enter this MSA and any Work Order and to perform its obligations under the MSA; (ii) the execution, delivery and performance this MSA and any Work Order shall not result in a violation, or be in conflict with or constitute a default under any contract, obligation, or commitment to which it is a Party or by which it is bound under any applicable law; and (iii) this MSA is the legally valid and binding obligations of such Party, enforceable against such Party in accordance with its terms.
 - b. Client further represents and warrants that its performance under this MSA shall not violate any applicable law or regulation (including, but not limited to, federal, state, or local data security and privacy laws or regulations) or any applicable self-regulatory rules or guidelines to which Client has agreed to be bound. To the extent Client provides data (“*Client Data*”) to PGM, Client represents and warrants such (a) Client owns or has obtained all rights, consents, permissions, or licenses necessary to allow the PGM Offerings access to, or possession, manipulation, processing or use of the Client Data; and (b) the Client Data was not collected and is not being used in violation of any law or right held by a third party, or in violation of any known privacy policy and does not contain any data concerning a person’s (i) social security number or other government-issued identifiers; (ii) insurance plan or financial account numbers; (iii) past, present or future health, medical conditions or treatments, including genetic, genomic, and family medical history; or (iv) sexual orientation.
 - c. PGM further represents and warrants that (a) throughout the Term, PGM Products will be as current, accurate, and complete as reasonably possible using the source data, compilation and data processing methods normally employed by PGM in the ordinary course of business, except that no guarantee is made regarding a specific level of currentness, accuracy or completeness unless specifically set forth in an applicable Work Order; and (b) the PGM Offerings will not violate any applicable law or third party intellectual property right.

3. Fees and Payment Terms. Client agrees to pay all fees, taxes and other charges stated in a Work Order within thirty (30) days of issuance of an invoice, unless other payment terms are expressly stated in a Work Order. If Client fails to timely pay all amounts due, PGM shall be entitled to collect (a) one and a half percent (1.5%) interest per month or the maximum amount allowable under law (whichever is less), and (b) reasonable collection costs, including attorneys' fees.
4. Intellectual Property Rights.
 - a. PGM Property Rights. PGM's trademarks, service marks, patents, copyrights and all other proprietary rights in or related to PGM Offerings are the exclusive property of PGM and/or PGM's licensors ("***PGM Intellectual Property Rights***"). Client will not take any action that jeopardizes PGM Intellectual Property Rights.
 - b. Client Property Rights. Client's trademarks, service marks, patents, and copyrights are the exclusive property of Client and/or its licensors other than PGM ("***Client Intellectual Property Rights***"). PGM will not take any action that jeopardizes Client Intellectual Property Rights.
5. Limited License.
 - a. *PGM License to Client.* Unless otherwise expressly set forth in an applicable Work Order, Client is hereby granted a limited, non-exclusive, non-transferrable, non-sublicensable license (the "***Client License***") to use PGM Intellectual Property in the United States solely for the purposes, scope, and time period expressly set forth in each applicable Work Order. If no time period is set forth in an applicable Work Order, the Client License expires at the end of the MSA's then-current term, unless the MSA is renewed in which case the Client License also shall renew for the applicable Renewal Term, unless terminated earlier pursuant to Section 18, below.
 - b. *Client License to PGM.* Unless otherwise expressly set forth in an applicable Work Order, PGM is hereby granted a limited, non-exclusive, non-transferrable, non-sublicensable license (the "***PGM License***") to use Client Intellectual Property in the United States solely for the purposes, scope, and time period expressly set forth in each applicable Work Order. If no time period is set forth in an applicable Work Order, the PGM License expires at the end of the MSA's then-current term, unless the MSA is renewed in which case the PGM License also shall renew for the applicable Renewal Term, unless terminated earlier pursuant to Section 18, below.
 - c. *No Additional Rights.* Nothing herein shall be construed as granting to either Party, by implication, estoppel or otherwise, any license or other right to any intellectual property rights of the other Party and its affiliates or any third party except for those licenses or rights expressly granted in this MSA.
6. Confidentiality.
 - a. Definition. Each Party (a "***Recipient***") may have access to the other Party's (a "***Disclosing Party***") proprietary information, trade secrets or other information that the Disclosing Party desires to be treated confidentially (including, without limitation, information relating to the software, technology, research, studies, trials, testing, products, prototypes, manufacturing techniques and processes, services, finances, business plans, marketing plans, strategies, data, legal affairs, customers, potential

customers, prospects, opportunities, contracts or assets of Disclosing Party or its affiliates or third parties entrusting any such information or data to Disclosing Party) (collectively, “**Confidential Information**”). Additionally, the following is Confidential information: (a) the terms of this MSA, including any Additional Terms and all Work Orders; (b) all PGM Offerings; and (c) any other information identified or designated in writing as Confidential Information.

- b. Permitted Disclosures and Obligations. Recipient must not use any of Disclosing Party’s Confidential Information for any purpose other than carrying out Recipient’s obligations or exercising its rights under the Agreement. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient’s affiliates, contractors, consultants, advisors and representatives who (a) need to know such information, and (b) are bound by confidentiality obligations at least as protective as Recipient’s under this MSA (each Party is fully responsible for its respective affiliates’, contractors’ and consultants’ compliance with this MSA). Recipient must treat all Disclosing Party’s Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Recipient and its affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Disclosing Party or in any other way except as reasonably necessary; (ii) promptly notify Disclosing Party of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Disclosing Party in remedying any such unauthorized use or disclosure.
- c. Unless otherwise set forth in a Work Order, PGM shall not be identified by Client as a source, in whole or in part, of any data, without prior written consent of PGM. Client shall not (a) use PGM’s name, trademarks, service marks, or other identifying reference to PGM; or (c) represent or infer that any product or service offered by Client has been approved or endorsed by PGM.
- d. If Recipient receives a valid subpoena, court order, search warrant or other legal process seeking Confidential Information (“**Legal Process**”): Recipient (a) will promptly notify the Disclosing Party upon receipt of Legal Process, unless such notice is expressly prohibited by law or court order; (b) will cooperate, at the Disclosing Party’s expense, in any good faith effort to quash such Legal Process or obtain a protective order or other reasonable assurance that the Confidential Information will be treated confidentially; and (c) will disclose only so much Confidential Information as is required by law to be disclosed.
- e. Confidential Information does not include: (a) information known to the Recipient before receipt of the Confidential Information or later independently developed without reference to the Confidential Information; (b) information lawfully obtained from a third party without restriction and without breach of an obligation to keep such information confidential; and (c) information that becomes publicly available due to an act or omission of the Disclosing Party, except that this does not include any disclosure that is the result of theft and/or misappropriation of Confidential Information.
- f. The Parties are required to maintain the confidentiality of all trade secrets disclosed for so long as such information continues to constitute a trade secret under applicable law.

All other Confidential Information shall be maintained confidentially for three (3) years following termination and/or expiration of this MSA.

7. Restrictions on Use.

- a. *Acceptable Use Policy.* Client will comply with the PGM Acceptable Use Policy (“*AUP*”) in effect on the Effective Date of this MSA with regard to use of any PGM Offering. The PGM AUP can be found at <https://porchgroupmedia.com/acceptable-use-policy> and is expressly incorporated herein. PGM may update the AUP at any time in its sole discretion. Client is deemed to have agreed to any change unless such change directly conflicts with a Client Permissible Use described in any Work Order, in which case the AUP in effect on the effective date of the Work Order will apply.
- b. *Additional Restrictions.* Client shall not (and shall not authorize any other person to):
 - (i) use PGM Offerings to compete with or assist any other person in competing with PGM;
 - (ii) copy or otherwise reproduce any PGM Offering except as authorized by an applicable Work Order or as necessary for backup and/or disaster recovery;
 - (iii) disclose, de-compile, disassemble or otherwise reverse engineer any PGM Offering for any purpose;
 - (iv) install and/or license PGM Offerings, in whole or in part, for use by a third party; or
 - (v) use PGM Offerings to develop, publish or maintain any directory or similar product.

8. Right to Modify Offerings. From time-to-time it may be necessary for PGM to modify PGM Offerings for reasons including, but not limited to changes in software, data sources and data elements.

- a. The Parties expressly agree that such modifications do not constitute a material breach of this MSA or any Work Order and do not give Client the right to terminate this MSA or any Work Order unless the modification fundamentally alters the nature of the PGM Offering.
- b. Changes to PGM Offerings may require changes to Client databases, data models or other business applications that either use or include PGM Offerings (collectively, “*Client Offerings*”). Client agrees to make necessary adjustments to accept the modified PGM Offerings within ninety (90) days, or longer if mutually agreeable. It is expressly understood that Client is responsible for all incidental costs relating to any adjustments needed for Client to accept the modified PGM Offerings.

9. Security; Breach Notification.

- a. Each Party will use commercially reasonable administrative, technical and physical safeguards that include technological, physical, administrative, organizational and procedural controls to: (1) ensure that all PII and Confidential Information is protected from unauthorized or unlawful use, alteration, access or disclosure, and to protect and ensure the confidentiality, integrity and availability of all PII and Confidential Information including by having a comprehensive written information security program (“*Information Security Program*”) that meets industry best practices and complies with all applicable Law; (2) prevent unauthorized access to and unauthorized use of, and ensure the availability of its’ systems; and (3) prevent a breach or malicious code infection of the other Party’s systems.
- b. Each Party, upon discovery of any actual unauthorized access, alteration, loss, damage or disclosure of the other Party’s Confidential Information (“*Security Incident*”), will

- i. promptly, but no event more than three (3) business days, notify the other Party of such Security Incident in writing;
 - ii. take all necessary actions to remediate the effects of the Security Incident and mitigate any risk that may arise from the Security Incident;
 - iii. provide the other Party with a written report on the Security Incident, the risk to the other Party's Confidential Information within ten (10) days of the discovery of the Security Incident; and
 - iv. provide, at its sole cost (unless the other Party is responsible for the Security Incident), all legally required notices to governmental authorities and/or affected individuals within the time limits set forth in applicable law.
 - c. Third Party Inquiries. If Client receives an inquiry from a third party (e.g., a data subject or government entity) regarding any PGM Offering, Client shall immediately notify PGM so that PGM may (a) provide Client with information necessary to respond to the inquiry, (b) respond directly to the person or entity making the inquiry, or (c) take such other action that PGM deems appropriate.
 - d. Data Subject Opt-Out. Each Party will use commercially reasonable efforts to refrain as soon as reasonably possible under the circumstances (but in no event longer than five (5) business days) from use of any information related to any person who has requested that his/her information be removed from that Party's data, products or services. Each Party agrees that it will honor an opt-out or deletion request received directly from the other Party if required to do so by applicable law.
10. PGM Disclaimers. **TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW AND EXCEPT AS EXPRESSLY STATED HEREIN, PGM OFFERINGS PROVIDED PURSUANT TO THIS MSA AND ANY RELATED WORK ORDER ARE PROVIDED "AS IS." PGM (AND ITS LICENSORS, SERVICE PROVIDERS AND DATA PROVIDERS) DO NOT GUARANTEE OR WARRANT THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PGM OFFERING. PGM DOES NOT GUARANTEE OR WARRANT THAT ACCESS TO ANY PGM OFFERING WILL BE UNINTERRUPTED, AND PGM MAKES NO GUARANTEES OR WARRANTIES AS TO UPTIME OR AVAILABILITY OF ANY PGM OFFERING, INCLUDING ANY PGM OFFERING MADE AVAILABLE THROUGH THE INTERNET.**
11. Client's Indemnification Obligation. Client agrees to defend, indemnify and hold PGM and PGM's service providers, licensors, directors, officers, employees, agents, attorneys and representatives (collectively, the "**PGM Indemnitees**") harmless from and against any direct costs, losses, damages, liabilities and expenses, including reasonable attorneys' fees attributable to any claim made by a third party relating to and/or arising out of (a) Client's breach of any representation or warranty made in this MSA and/or an applicable Work Order; (b) Client's use of PGM Offerings in violation of this MSA; (c) Client's negligence or willful misconduct (except solely to the extent directly and proximately caused by the PGM Indemnitee's own negligence or willful misconduct); or (d) any Security Incident suffered by Client, provided that:
 - a. PGM gives prompt written notice of any such claim of which PGM has knowledge; and

- b. Client is given full control over the defense of such claim and receives reasonable cooperation from the PGM Indemnitee(s), at Client's expense, in the defense thereof.
12. PGM Limitation of Liability. **TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, IN NO EVENT SHALL PGM BE LIABLE FOR LOST PROFITS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL PGM BE LIABLE FOR ANY INDIRECT, SPECIAL, OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF PGM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PGM SHALL NOT HAVE ANY LIABILITY UNDER THIS MSA IN EXCESS OF AN AMOUNT EQUAL TO THE LAST TWELVE (12) MONTHS OF FEES PAID BY CLIENT PURSUANT TO AN APPLICABLE WORK ORDER.**
13. Term; Termination.
 - a. The term of this MSA is [number (#)] months commencing on the Effective Date (the "*Initial Term*"). This MSA will automatically renew for successive twelve (12) month terms (each a "*Renewal Term*"), unless one Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.
 - b. PGM may terminate a Work Order upon thirty (30) days' notice (i) if the Work Order or either Party's performance under the Work Order violates any applicable law, regulation or legally binding order, or (ii) Client breaches its representations and warranties set forth in Section 2 above, unless such violation or breach is cured within the thirty (30) day notice period.
 - c. PGM also may terminate this MSA without notice or opportunity to cure if Client (i) becomes insolvent or otherwise fails to pay its debts to PGM or any third party when they become due in the ordinary course of business; (ii) makes a general assignment for the benefit of creditors; (iii) suffers or permits the appointment of a receiver for its business or assets; (iv) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign; (v) ceases doing business in the ordinary course; or (vi) makes an assignment or delegation in violation of this MSA.
 - d. Upon termination of this MSA for any reason:
 - i. All Licenses shall terminate, unless otherwise expressly set forth in a Work Order;
 - ii. All Work Orders entered pursuant to this MSA shall terminate notwithstanding any language to the contrary set forth in such Work Order;
 - iii. Client shall continue to be liable for and pay PGM (A) all amounts due under this MSA and any Work Order and/or (B) to the extent a Work Order provides that PGM shall share in Client's profits or revenue relating to use of PGM Offerings, for so long as Client receives revenue attributable to PGM Offerings provided pursuant to this MSA and any applicable Work Order; and
 - iv. Each Party shall return and/or delete all Confidential Information received from the other Party and provide a certification of compliance with this provision within thirty (30) days of termination; except that, Confidential Information stored on backup systems or backup media pursuant to a Receiving Party's ordinary course data retention/disaster recovery practices

shall be subject to deletion pursuant the Receiving Party's ordinary course data retention, backup and disaster recovery schedules.

- e. Any provision that by its terms is intended to survive termination shall survive termination.

14. Independent Contractors. The relationship of Client to PGM is that of independent contractor and each party's obligations to the other are exclusively contractual in nature. Nothing in this MSA creates a partnership, joint venture, employer-employee, fiduciary or agency relationship between the parties, or any responsibility by one party for the actions of the other. Neither party will have any authority to enter into any contract with or otherwise obligate the other to any third party without the express written authorization of the other party. PGM has exclusive control over its employees, representatives, agents, contractors and subcontractors (collectively, "Personnel") and over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. PGM has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and address grievances with its Personnel. PGM is solely responsible for all salaries and other compensation of its Personnel who provide the Services and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments. No party's personnel are eligible to participate in any employment benefit plans or other benefits available to the other party's employees. PGM will provide all equipment, software and supplies required to perform the Services.
15. Entire Agreement. This MSA and any applicable Work Order constitutes the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter set forth herein and therein.
16. Amendment or Modification. No amendment, modification, extension or waiver of this MSA and/or any Work Order will be valid unless made in writing expressly referring to this MSA and/or the applicable Work Order and signed by each Party.
17. No Waiver. Failure of either Party to insist upon or enforce strict performance of this MSA and/or any applicable Work Order shall not be construed as a waiver of any provision or right. Neither the course of conduct between the Parties nor trade practice shall act to modify, strike, supplement, or amend any provisions of this MSA and/or any applicable Work Order.
18. Notices. Any notice provided for or concerning this MSA and/or an applicable Work Order must be in writing and shall be considered delivered (a) when delivered in person to an Officer or Principal of the other Party; (b) one (1) business day after sending postage/shipping prepaid by commercial overnight delivery service; or (c) three (3) days after mailing postage prepaid by U.S. certified mail, to the other Party at its address set forth on the last page of this MSA or to such other address as the Party shall specify in writing. In addition to, but not in place of, the forms of notice set forth above, notices may be sent via electronic mail as follows:

To PGM: legal@porch.com

To Client: **[CLIENT EMAIL ADDRESS]**
19. Enforceability; Priority. If any portion of this MSA or any Work Order is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original expression of the Parties and the remainder of this MSA and/or Work Order shall remain in full force and effect.

20. Governing Law; Exclusive Jurisdiction; Venue. This MSA and any Work Order shall be governed by and construed in accordance with Washington law, without reference to its choice of law rules. Any action to enforce this MSA and any applicable Work Order shall be brought exclusively within the state or federal courts in King County, Washington. The Parties irrevocably consent and waive any objection or defense based on lack of personal jurisdiction, improper venue, inconvenient forum, or any other similar objection or defense.
21. Assignment/Change of Control.
- a. By Client. Client may assign this MSA to a subsidiary, affiliate and/or successor in interest with PGM’s prior written consent, which shall not be unreasonably withheld, except that PGM shall not be required to consent to an assignment to a PGM competitor. Any other assignment by Client is prohibited without PGM’s prior written consent, which may be withheld for any reason.
 - b. By PGM. PGM shall not assign this MSA without the prior written consent of Client, which shall not be unreasonably withheld; except, PGM may assign this MSA to a subsidiary, affiliate or successor in interest (whether by reorganization, merger, sale of all or substantially all of PGM’s assets, or sale of a controlling interest in PGM’s outstanding and issued stock) without Client’s consent.
22. Counterparts. This MSA may be executed in as many counterparts as deemed necessary and convenient, each of which shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Counterparts may be executed and exchanged by electronic means.

IN WITNESS WHEREOF, the Parties agree to be bound by the terms of this MSA:

DataMentors, LLC d/b/a PGM

[CLIENT]

By:
Name:
Title:
Address:

By:
Name:
Title:
Address: