

**FIRST AMENDMENT TO
BLUEGRANITE MASTER SERVICES AGREEMENT**

This First Amendment to BlueGranite Master Services Agreement (this “Amendment”) is made effective as of May 25, 2019 (the “Effective Date”), by and between BlueGranite, Inc. (“BlueGranite”) and Acrisure, LLC (“Client”).

WHEREAS, BlueGranite and Client are party to that certain Master Services Agreement effective March 2, 2017 (the “Master Services Agreement”);

WHEREAS, BlueGranite and Client are party to that certain BlueGranite Center of Excellence Monthly Support Agreement effective December 4, 2017 (the “Support Agreement” and, together with the Master Services Agreement, the “Agreement”), which, by its terms, is an attachment to the Master Services Agreement;

WHEREAS, BlueGranite and Client acknowledge and agree that the parties have continued to operate under the terms of the Master Services Agreement after the expiration of its initial term on March 2, 2018 and that the Master Services Agreement remains in effect; and

WHEREAS, the parties desire to amend the Master Services Agreement and Support Agreement as set forth below;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants, terms and conditions set out herein, the parties agree as follows:

Amendments to the Master Services Agreement

1. Term and Termination. Paragraph 3. of the Master Services Agreement is amended and restated in its entirety as follows:

3. Term and Termination

The term of this Agreement will begin on the Effective Date and continue until terminated in accordance with this Paragraph 3. Client may terminate this Agreement without cause (and without payment of any termination fee or similar amount) by giving BlueGranite thirty (30) days’ prior written notice specifying the effective date of termination. In the event of termination without cause, Client agrees to pay BlueGranite for all Services performed in accordance with this Agreement and Deliverables provided to Client on or before the date of termination that conform to the descriptions and specifications in the applicable Statement of Work.

Either party may terminate this Agreement upon written notice for a material breach of this Agreement; provided, however, that the terminating party has given the other party at least fourteen (14) days’ prior written notice of and the opportunity to cure such breach. Termination of this Agreement for material breach will not alter or affect the terminating party's right to exercise any other remedies for such breach.

Termination of this Master Services Agreement shall terminate all Statements of Work entered into hereunder. Termination of one or more Statements of Work pursuant to

the provisions of the applicable Statements of Work shall not terminate this Master Services Agreement.

2. Ownership of Intellectual Property. Paragraph 4. of the Master Services Agreement is amended and restated in its entirety as follows:

4. Ownership of Intellectual Property

- A. The parties agree that Client owns and retains exclusive rights to (i) all of its Confidential Information and data (collectively, “Client Information”) and (ii) all trademarks, service marks, copyrighted material, patents and other intellectual property (collectively, “Intellectual Property”), in each case regardless of whether Client has previously provided or hereafter provides Client Information or Intellectual Property to BlueGranite so that it may provide the Services or Deliverables, or whether Client Information or Intellectual Property is included within the Work Product; provided, however, that BlueGranite may use Client Information and Intellectual Property in providing the Services or Deliverables.
- B. All software, code, materials, ideas, images, processes, methods, forms, procedures, data formats, data gathering and retrieval systems and methods, program names, designs and manuals, Confidential Information, Intellectual Property, Deliverables and other items that are conceived, made, discovered, written or created by BlueGranite’s personnel in connection with providing the Services or Deliverables to Client are referred to in this Agreement as “Work Product.” The parties agree that Client owns and retains exclusive rights to the Work Product; provided, however, that BlueGranite may use Confidential Information and Intellectual Property in providing the Services or Deliverables. To the extent permitted by applicable law, the parties agree that Work Product shall be considered a “work for hire” or “work made for hire” owned by Client and if for any reason ownership of all rights in and to such Work Product does not vest in Client, BlueGranite agrees to assign all rights in and to such Work Product, including but not limited to patent and copyright rights, to Client. BlueGranite agrees to execute and to cause its employees and agents to execute such documents as Client may reasonably require to effectuate the foregoing assignment. BlueGranite grants to Client a non-exclusive, fully-paid up, worldwide, irrevocable, perpetual, transferrable license to BlueGranite’s pre-existing works and any other works or intellectual property embodied in or contained in the Deliverables but that do not constitute Work Product. BlueGranite agrees that upon Client’s request BlueGranite shall provide Client with source code of any Deliverables.
- C. The provisions of this Paragraph 4 shall survive the termination this Agreement or any applicable Statement of Work.

Amendment to the Support Agreement

3. Term and Termination. Term and Termination. Paragraph 3. of the Master Services Agreement is amended and restated in its entirety as follows:

3. Term and Termination

The term of this Agreement will begin on the Effective Date and continue until terminated in accordance with this Paragraph 3. Client may terminate this Agreement without cause (and without payment of any termination fee or similar amount) by giving BlueGranite prior written notice specifying the effective date of termination. In the event of termination without cause, Client agrees to pay BlueGranite the pro-rated monthly rate for Services performed in accordance with this Agreement on or before the date of termination.

Either party may terminate this Agreement upon written notice for a material breach of this Agreement; provided, however, that the terminating party has given the other party at least fourteen (14) days' prior written notice of and the opportunity to cure such breach. Termination of this Agreement for material breach will not alter or affect the terminating party's right to exercise any other remedies for such breach

General

4. Reaffirmation. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the Effective Date, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.
5. Counterparts; Facsimile/PDF Signatures. This Amendment may be executed in multiple separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the parties transmitted by facsimile, portable document format (PDF) or other electronic means shall be deemed to be their original signatures for all legal and other purposes.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Amendment to be effective as of the Effective Date.

ACRISURE, LLC

BLUEGRANITE, INC.

By: Adam C. Reed
Adam C. Reed
Executive Vice President

By: Michael Depoian
Name: Michael Depoian
Title: Partner/Vice President