

# ACRISURE

## *BLUEGRANITE MASTER SERVICES AGREEMENT*

THIS BLUEGRANITE MASTER SERVICES AGREEMENT ("Agreement") is entered into on March \_\_, 2017 (the "Effective Date") between BlueGranite, Inc. ("BlueGranite"), with its principal place of business located at 2750 Old Centre Rd Ste 150, Portage, Michigan, 49024 and Acrisure, LLC, a Michigan limited liability company ("Client") located at 5664 Prairie Creek Drive SE, Caledonia, MI 49316.

### RECITALS

WHEREAS, BlueGranite is engaged in I.T. consulting services, specifically, the design, build, deployment, and support of data and analytics Services (the "Services") and Client desires to engage BlueGranite to provide to it services in those areas, or to arrange for the provision of such services by others.

NOW THEREFORE, BlueGranite and Client agree as follows:

#### 1. Scope of Services

BlueGranite agrees to perform the Services and provide the Deliverables described in each executed statement of work under this Agreement (each, a "Statement of Work") with respect to the Services.

#### 2. Price and Payment Terms; Acceptance

A. Client will pay BlueGranite for Services performed in accordance with this Agreement and Accepted Deliverables based on timeframes, budget, hourly/daily rates, payment terms, and other expectations as set forth in each Statement of Work.

B. Each Deliverable will be subject to acceptance by Client. After a Deliverable has been provided to Client, Client will have 28 days ("Testing Period") to determine whether the Deliverable conforms to the descriptions and specifications in the applicable Statement of Work. If Client reasonably determines during the Testing Period that a Deliverable does not so conform, Client will notify BlueGranite of such non-conformance, and BlueGranite will use commercially reasonable efforts to correct the non-conformance at no additional cost to Client by modifying and redelivering the applicable Deliverable and such redelivery will restart the Testing Period for the Deliverable.

C. An invoice for actual work performed will be submitted up every month and will include a work breakdown.

D. Within thirty (30) days after Client's receipt of a reasonably detailed invoice from BlueGranite (the "Grace Period"), Client will (i) pay undisputed amounts on such invoice for Services performed in accordance with this Agreement and Accepted Deliverables provided to Client prior to the date of such invoice, and (ii) provide written notification to BlueGranite of any

disputed amounts on such invoice BlueGranite will supply any documentation in support of such invoice that is requested by Client and reasonably necessary to interpret or substantiate such invoice; however, such request shall not toll the Grace Period. All undisputed amounts on such invoice are due upon the expiration of the Grace Period; all disputed amounts on such invoice are due upon the expiration of the Grace Period, or within seven (7) days after the resolution of the dispute, whichever is later. Client may not withhold any amounts due hereunder and BlueGranite reserves the right to cease work without prejudice if undisputed amounts are not paid when due. All past due amounts will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

### 3. Term and Termination

The term of this Agreement will begin on the Effective Date and continue for one (1) year or until earlier termination as provided herein. 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 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.

### 4. Ownership of Intellectual Property

A. Client retains the exclusive rights to all trademarks, service marks, copyrighted material, confidential and proprietary information and other intellectual property which it previously provided or hereafter provides to BlueGranite to complete the Deliverables.

B. Except as described in Paragraphs 4.A. above and 4.C. below, BlueGranite retains the exclusive rights to all of its work product for the Deliverables, including but not limited to all programming code, images, processes, methods, forms, procedures, data formats, data gathering and retrieval systems and methods, program names, designs and manuals and other proprietary or copyrighted material whether or not created prior to or pursuant to this Agreement regardless of whether or not included in the Deliverables (collectively referred to as "Blue Granite's Intellectual Property").

C. BlueGranite grants to Client a global, perpetual, irrevocable, fully paid, non-exclusive transferrable license to use all Blue Granite's Intellectual Property contained in the Deliverables for the Client's own benefit and not for other commercial exploitation.

### 5. Confidential Information

All information relating to a party (the "disclosing party") that the other party (the "receiving party") observes or learns in connection with this Agreement, whether disclosed in oral, written, visual, electronic or other form, that (i) is not generally known to the public and (ii) at the time of disclosure is identified as or would reasonably be understood by the receiving party to be proprietary or confidential ("Confidential Information"), will be held in confidence by the receiving party using the same degree of care as the receiving party exercises with its own confidential or

proprietary information of a similar nature (but in no event less than a reasonable degree of care) to prevent its unauthorized disclosure and use, and the receiving party will not (i) disclose any Confidential Information of the disclosing party to any third party, except to the receiving party's employees, agents, consultants or subcontractors who are bound by an obligation of confidentiality at least as restrictive as that contained in this Agreement and who have a need to know such Confidential Information or (ii) use any Confidential Information of the disclosing party except as necessary to perform its obligations or exercise its rights under this Agreement. These restrictions concerning Confidential Information shall remain in effect following termination of this Agreement.

#### 6. Limitation of Liability, Indemnification

Each Party and its employees, agents, assigns, successors, and subcontractors ("Indemnitor") shall defend, indemnify, and hold harmless for, from, and against the other Party and its employees, agents, assigns, successors, and subcontractors ("Indemnitee") for, from, and against all third party damages, injuries, claims and expenses and/or intellectual property infringement (including, but not limited to, court costs and reasonable attorneys' fees) (Claim"), incident to or arising out of the Indemnitor's: (a) breach of this Agreement; (b) negligent act(s) or omission(s) or willful misconduct; (c) violation of Applicable Law; and/or (d) employees, subcontractors, or agents filing of an employment and/or workers' compensation claim. Indemnitor agrees to defend, at its sole cost and expense, the Indemnitee in any action or proceeding arising out of any such Claim.

#### 8. Relation of Parties

The performance by BlueGranite of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between BlueGranite and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

#### 9. Restrictive Covenants

The Client will provide BlueGranite with the opportunity to receive fees pursuant to this Agreement and the same constitute valuable consideration. BlueGranite further acknowledges that BlueGranite will be provided with access to customer and other confidential information concerning the Client's business, as well of that of the Client's affiliated entities without limitation ("Affiliated Entities" or individuals "Affiliated Entity"). It is further agreed that it requires special and unique knowledge and information to act as a business agent on behalf of the Client and that the BlueGranite shall gain such special and unique knowledge and information from the Client and/or Affiliated Entities throughout the term of this Agreement. This knowledge and information are integral parts of the business of the Client and/or of the Affiliated Entities, and the use of this knowledge and information by a competitor of the Client would cause irreparable harm to the Client. The Client and BlueGranite agree that this knowledge and information constitute legitimate protectable business interests of the Company/or of the Affiliated Entities. The Client and BlueGranite further agree that the business Client secures, develops or services for the Client or

for an Affiliated Entity shall constitute the exclusive property of the Client or Affiliated Entity as applicable. In view of the foregoing, BlueGranite agrees that, for the duration of this Agreement and for a period of two (2) years after the termination of this Agreement:

- a. Non-Solicitation/Non-Interference. BlueGranite will not directly or indirectly, for BlueGranite or for any other person, corporation, firm or entity, either as a principal, shareholder, member, agent, manager, employee, contractor, owner, partner, director, officer or in any other capacity, engage in any of the following activities, without regard to geographic location:
  - 1. Contacting or engaging in any communication with any Client or Affiliated Entity customer for whom BlueGranite had responsibility, or contacting or engaging in any communications with any Client or Affiliated Entity customer or prospective Client or Affiliated Entity customer about whom BlueGranite obtained knowledge during engagement with the Client, to secure business competitive to the insurance products and services provided by the Client or Affiliated Entity;
  - 2. Requesting, advising, or encouraging any customer of the Client or of an Affiliated Entity to terminate or curtail its relationship with the Client or Affiliated Entity, or requesting or advising any person to refrain from becoming a customer or supplier of the Client or an Affiliated Entity;
  - 3. Requesting, advising, or encouraging any employee, agent, representative or independent contractor of the Client or an Affiliated Entity to terminate his, her, or its relationship with the Client or Affiliated Entity, or requesting or advising any person to refrain from becoming an employee, agent, representative or independent contractor of the Client or of an Affiliated Entity, or otherwise pursuing, employing or retaining (as an employee, an independent contractor or otherwise) any employee, agent, representative or independent contractor of the Client or of an Affiliated Entity without the written permission of the Client.

10. Reasonableness of Restrictions. Injunctive Relief and Tolling.

BlueGranite acknowledges that the restrictions contained in Paragraph 9 are reasonable and necessary for the reasonable protection of the Client's business and interests, and that any violation of these restrictions will cause substantial and irreparable injury to the Client, and as a consequence thereof, BlueGranite agrees that the Client is entitled, in addition to any other remedies, to preliminary and permanent injunctive relief to secure specific performance and to prevent a breach or contemplated breach of this Agreement. If it is judicially determined that

BlueGranite has violated any obligations of Paragraph 9, the period applicable to each obligation BlueGranite has been determined to have violated will be extended by a period of time equal in length to the period during which such violation(s) occurred. The Client reserves all remedies available at law or in equity.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be resolved by binding arbitration conducted by a single arbitrator selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator shall be an attorney familiar with information technology services or the factual subject matter relevant to the dispute. Judgment on any award rendered by the arbitrator shall be final and binding upon the parties to this Agreement and may be entered in any court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control, provided that the non-performing party is without fault in failing to prevent or causing such delay or failure and that such delay or failure cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. In the event of any such event or circumstances, the non-performing party shall (i) notify the other party as soon as possible and (ii) take reasonable steps to resume performance as soon as possible.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party

waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement together with any attachments referred to herein and any Statements of Work hereunder constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**Acrisure**

Signed: Adam C. Reed  
Name: ADAM C. REED  
Title: GENERAL COUNSEL  
Date: 3/1/17

**BlueGranite, Inc.**

Signed: Matthew D. Mace  
Name: Matthew D. Mace  
Title: President  
Date: 3/2/2017