MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is effective as of April 7, 2021 and is made and entered into by and between NFP Corp. ("NFP") and its Affiliated Companies (collectively, the "Customer," subject to the definition of Affiliated Companies below) with an address care of NFP, 340 Madison Avenue, New York, New York 10173 and Verterim, Inc., a Massachusetts corporation having principal offices at 9 Queen Anne, Rd., Hopkinton, MA 01748 ("Service Provider").

WHEREAS, Customer requires the delivery of Information Technology consulting services and related assistance, including without limitation, implementation of Customer's GRC solution and platform (the "Services").

WHEREAS, Service Provider specializes in providing the Services and is prepared to perform the Services.

WHEREAS, on the basis of the recommendations and statements in Service Provider's proposal, presentations, documentation, and correspondence, and in reliance on Service Provider's stated expertise in providing Services capable of meeting Customer's current and future needs, Customer desires to engage Service Provider to perform such Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants, agreements, obligations and consideration hereafter provided, it is agreed by the parties hereto as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. <u>Definitions</u>.

    a. "*Affiliate*" means any entity now in existence or that comes into existence that directly or indirectly Controls, is Controlled by or is under common Control with NFP.

    b. "*Affiliated Companies*" means (i) any Affiliate; (ii) any Joint Venture; and (iii) any Member, provided, however, that Affiliated Companies only offered the terms of this Agreement to the extent that NFP and the Service Provider agree to the same. Upon such agreement, each Affiliated Company that desires to become subject to this Agreement shall execute an "Affiliated Company Agreement" in the form set forth in Exhibit A hereto.

    c. "*Affiliated Company Agreement*" means an independent contract between the Affiliated Company and Service Provider. Each Affiliated Company shall be solely responsible for its obligations under an Affiliated Company Agreement and any related Statement of Work, and neither Customer nor any other Affiliated Company or Affiliate shall have any obligation or liability for or in connection with an Affiliated Company Agreement and its related Statements of Work executed by any Affiliated Company.

    d. "*Cause*" means (i) any misrepresentation or concealment of a material fact by the Service Provider in connection with this Agreement; (ii) any uncured material breach by the Service Provider of the terms of this Agreement or SOW; (iii) any uncured material neglect of duty or misconduct by Service Provider in discharging any of Service Provider's duties and responsibilities and obligations hereunder.

    e. "*Control*" (including with correlative meanings, the terms "Controls," "Controlled by" and "under common Control with") means the power to direct or cause to be directed the management or affairs of the applicable company.

f. "*Customer Data*" means (i) all data and information provided by Customer to Service Provider to enable the provision of access to, and use of, the Services; (ii) all content, data and information processed, recorded and stored for Customer in connection with Customer's use of the Services; and (iii) Customer specific configurations and rules implemented in the Services. "Customer Data" includes, without limitation, any personally identifiable information or data concerning or relating to Customer's employees, agents, customers or other individuals that Customer has dealings with, that may be used to uniquely identify or contact such employees, agents, customers or individuals, including commonly understood sub-categories such as Personal Sensitive Information ("PSI"), Protected Health Information ("PHI"), Personal Card Data ("PCI"), Personal Identity Information ("PII"), Health Insurance Portability and Accountability Act ("HIPAA") and other regulated and confidential information.

g. "*Documentation*" means any supporting documentation, user manuals, technical manuals, training manuals, specifications or other explanatory or descriptive materials of any type, whether in paper or electronic form, provided by Service Provider with respect to the Services.

h. "*Joint Venture*" means any entity in which an Affiliate or NFP has an equity interest.

i. "*Member*" means any entity that is a member of a network or organization affiliated with NFP.

j. "*Term*" means the period beginning on the date listed in the introductory paragraph above and ending upon a termination specified in section 7 below.

k. "*Updates*" means all revisions, updates, upgrades, modifications, corrections, releases (to include all point, minor and major new releases), new versions (including enhancements and new functionality), revised Documentation, fixes, program temporary fixes, replacement products and enhancements to the Services, which Service Provider shall automatically apply to the Services at no additional cost.

3. Description of Services, Agreement.

a. *Statements of Work*. Service Provider shall provide Customer with the Services, as described from time to time in a Statement of Work in substantially the same form as attached hereto as Exhibit B pursuant to the terms and conditions of this Agreement (a "SOW"). Each SOW will state the term during which the Services will be provided. If no specific term is described, the SOW will automatically terminate upon the completion of the Services described in such SOW. Each SOW will list the location(s) at which the Services will be performed. Each SOW will be considered a separate agreement which incorporates the terms and conditions of this Agreement and each SOW and any amendment to this Agreement or a SOW must state that it is entered into pursuant to, and incorporates the terms and conditions of, this Agreement. Any reference to "Agreement" shall include the applicable SOW. Service Provider hereby agrees that Customer shall communicate its desire for Service Provider to provide Services pursuant to the applicable SOW, which shall be issued by Customer in its sole discretion. Service Provider shall accept each SOW from Customer for Services provided such SOW is issued pursuant to this Agreement. Notwithstanding anything herein to the contrary, in no event shall the provisions of this Agreement be construed to oblige Customer to issue a SOW to Service Provider. Customer shall have the right from time to time during the Term to make changes to the SOW and/or to the specifications contained therein. If any such change causes a significant increase or decrease in Service Provider's costs or timing for its performance under this Agreement, the fees shall be equitably adjusted by agreement of the parties. Service Provider will accept any changes which it is reasonably capable of performing, subject to the equitable adjustments provided by the above.

b. *Conflict of Terms*. In the event the terms of any SOW conflict with the terms of this Agreement, the terms of this Agreement shall control (regardless of any conflicting terms in any SOW purporting to do otherwise) except with respect to (i) the description of the Services provided in any SOW, (ii) the permitted use described in any SOW, (iii) the amount of any license or other fees due under such SOW, and (iv) any term expressly permitted by this Agreement to be determined in a SOW.

c. *Fees*. The fees Customer shall pay Service Provider are set forth in each SOW. The fees shall constitute Service Provider's sole and complete compensation in connection with this Agreement. The fees shall not be modified during the Term except as provided herein. Customer shall not be responsible for any other fees or expenses unless specifically authorized by Customer in writing, including authorization via SOW. Unless otherwise stated in a SOW, Service Provider will provide Customer with a detailed invoice on the last day of each month and Customer will remit payment no later than 45 days from its receipt of a proper invoice. Such invoice shall be sent according to the process set forth in Exhibit E attached hereto. In addition to the foregoing and without prejudice to Provider's other rights and remedies under this Agreement, at law or equity, if Customer is more than thirty (30) days late in its payments of undisputed fees and charges, Provider may, at Provider's sole discretion, do any one or more of the following: (i) terminate this Agreement pursuant to its terms; (ii) in whole or in part suspend providing Services (or any of them) to Customer until payment in full has been made to Provider or (iii) require other assurances to secure Customer's payment obligations hereunder. Service Provider shall use commercially reasonable efforts to ensure the accuracy of invoices. Service Provider expressly agrees that Customer may elect to set-off any amount, which Customer reasonably believes it is due from Service Provider, against any sums Customer owes to Service Provider. Customer will provide written notification, which may be via electronic transmission, of any disputed amount. The parties agree to use commercially reasonable efforts to resolve the disputed items.

If an SOW provides for an initial and renewal terms, Service Provider may increase fees prior to any renewal term, but only with no fewer than ninety (90) days' prior written notice and by no more than the change in the CPI for the preceding twelve (12) months over the immediately preceding prior term's fees per annual renewal term. "CPI" means the Consumer Price Index for all Items, US City Average All Urban Consumers base year 1982-1984 = 100 (or any successor thereto) published by the Bureau of Labor Statistics of the US Department of Labor.

If a SOW specifies that Customer is to pay Service Provider's expenses for travel, meals and lodging, Customer shall reimburse Service Provider for actual, necessary and reasonable expenses for: (a) travel by non-local Service Provider personnel to a site specified by Customer to perform Services under a SOW; and (b) meals and lodging for such non-local personnel while performing such Services. Such expenses shall not include airfare other than coach. Lodging shall not include charges for long distance phone calls billed to the room or other incidental charges. Customer will not be billed for travel time. Service Provider shall submit reimbursement requests to Customer monthly as part of Service Provider's regular invoice for Services; provided, however, Service Provider must also submit an itemized original receipt, other than a credit card receipt, for each expense for which Service Provider seeks reimbursement. Customer shall have no obligation to reimburse Service Provider expenses not documented with a proper receipt.

4. <u>Relationship Lead</u>. Each party will appoint a relationship lead to act as the main point of contact for each respective party and be responsible for coordination and cooperation between the parties in connection with the performance of the Services in each Service order.

5. <u>Copies of Documentation</u>. Customer may utilize the Services, at no additional charge, to the extent reasonably required for training and testing purposes and make copies of the Documentation as is reasonably necessary to facilitate Customer's permitted uses of the Services. Additionally, the

Documentation must explain the use of all functionalities of the Services, and must be sufficient to enable Customer to use the Services.

6. <u>Application of Updates</u>. Service Provider is responsible for the application of all Updates to the Services. Service Provider will give Customer no less than sixty (60) days prior written notice prior to the deployment of any Update.

7. <u>Term and Termination</u>.

   a. *Term*. This Agreement shall be effective as of the date listed in the introductory paragraph above and shall remain in full force and effect until terminated by either party.

   b. *Termination for Cause*. Customer may terminate this Agreement for Cause which is not cured within the shorter of: (i) fifteen (15) days' after the receipt by the Service Provider of written notice and reasonable description of Cause or (ii) when it becomes evident that cure within such fifteen (15) days period is impossible.

   c. *Termination Without Cause*. Customer may terminate this Agreement, without Cause, with thirty (30) days prior written notice. Service Provider may terminate this Agreement, without Cause, with ninety (90) days prior written notice. If any SOWs are outstanding, termination hereunder shall be effective following the completion by both parties of their respective obligations under all outstanding SOWs.

   d. *Survival*. Any sections of this Agreement and any SOW which expressly survive termination of this Agreement shall survive.

   e. *Exgestion and Transition Assistance*. Customer may retrieve, or "exgest" Customer Data from the Services at any time during the Term, at no additional charge. If this Agreement is terminated with or without Cause, each party shall cooperate with the other party and Service Provider shall provide all reasonable assistance to effect the prompt exgestion of Customer Data as well as an orderly transfer of the Customer Data to another service provider of Customer's sole choice, as applicable. In the event Customer chooses to transition to a different service provider of services similar to the Services herein, the parties agree that a written transition plan separately agreed to by the parties will govern such transfer. Service Provider shall allow Customer access to any and all Customer Data for no less than one-hundred eighty (180) days following the termination of this Agreement as well as any information that will assist in the orderly transition of the Services to another party. Notwithstanding the foregoing, if Service Provider terminates this Agreement, Service Provider shall pay for all reasonable and necessary expenses for Customer to transfer the Services to another service provider.

8. <u>Audit Rights</u>. Customer has the right to audit Service Provider's delivery of Services by giving Service Provider a minimum of three (3) business days' notice of the conduct of such audit. The purpose of such audit shall be to verify that the delivery of the Services is in compliance with this Agreement. The audit may include, but not be limited to review of Service Provider's records related to delivery of the Services, the data center, data center processes, backup procedures, disaster recovery procedures, data transmission, storage and handling procedures, Customer's data, any and all records supporting the delivery of Services to Customer, and Service Provider's compliance with the Data Security Standards set forth in Exhibit C.

9. <u>Ownership and Treatment of Customer Data</u>. Customer Data will be and remain, as between the parties, the property of Customer. No Customer Data, or any part thereof, will be commercially exploited by or on behalf of Service Provider. Customer shall own and retain all right, title and interest, including all intellectual property rights, in and to all Customer Data and any information submitted to the Services by its Users or material that Customer creates, furnishes or makes available to Service Provider under this

Agreement that is not otherwise Service Provider's Confidential Information. Service Provider acknowledges and agrees that notwithstanding any reformatting, modification, reorganization or adaptation of the Customer Data (in whole or in part) during its incorporation, storage or processing, or the creation of derivative works from the Customer Data, the Customer Data will remain as such and will be subject to the terms and conditions of this Agreement. This Agreement does not grant to Service Provider any license or other rights, express or implied, in the Customer Data, except that Customer grants to Service Provider a limited, non-transferable, non-exclusive, non-sub-licensable license to Customer Data for the sole purpose of performing the Services and Service Provider obligations under this Agreement.

10. <u>Data Transmission and Storage</u>. Service Provider shall not transmit, store or process Customer Data outside the United States, or allow its employees or agents to download, extract, store, or transmit Customer Data through personal computers, personal laptops, or other personal electronic devices. Service Provider agrees to store Customer Data in the Hosting Jurisdiction. Service Provider warrants that all transmission and storage of Customer Data will be in accordance with Customer's Data Security Standards set forth in Exhibit C.

11. <u>Data Security and Data Privacy</u>. In the course of providing the Services, Service Provider may obtain access to Customer Data provided by or generated for Customer including, but not limited to Personal Sensitive Information (PSI), Protected Health Information (PHI), Personal Card Data (PCI), Personal Identity Information (PII), other regulated and confidential information or any information received by Service Provider in connection with the Agreement about an identified or identifiable person, including any information deemed "personal information" or "personal data" under European Data Protection Law (as defined herein), the California Consumer Privacy Act ("CCPA"), Cal. Civ. Code § 1798.140, the privacy or data security laws or regulations of the United States of America, or any other applicable jurisdiction (collectively, "*Covered Information*"). To the extent that Service Provider has Covered Information in its possession and/or control, Service Provider warrants that it shall comply with Customer's Data Security Standards attached hereto as Exhibit C and warrants that the Services are conducted in accordance with all regulations and laws in effect that are applicable to Service Provider's access to Customer Data. To the extent that European Data Protection Law applies to any Covered Information accessed or processed by Service Provider hereunder or Service Provider uses any subprocessor or other third party on behalf of Service Provider: (i) Service Provider will provide immediate written notification to Customer of same, (ii) Customer agrees to be bound by Customer's Privacy Addendum (to be provided upon receipt of Service Provider's notification in 9(c)(i) herein), and (iii) Service Provider agrees to process Covered Information transferred to or collected by Service Provider only as a Data Processor (as defined the GDPR) on behalf of Customer. "European Data Protection Law" means the Directive, the Regulation, Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), any national laws or regulations implementing the foregoing Directives, any applicable legislation of European Union Member States passed to implement the foregoing, and any other applicable data protection, privacy or data security laws or regulations in the United Kingdom, Switzerland, or any other applicable European jurisdiction and any amendments to or replacements for any of the foregoing laws and regulations.

12. <u>Maintenance and Support</u>. Service Provider shall provide to Customer the maintenance and Support services described herein with respect to the Services, including, but not limited to, any and all Updates to the Services. Maintenance shall be performed in a timely and professional manner by qualified maintenance technicians familiar with the Services and the Customer's operations. Service Provider shall provide, upon Customer's request, periodic reports on the status of maintenance issues requested by Customer. Service Provider shall provide Support to Customer consisting of, without limitation, a toll free number for answers to Customer's questions concerning use of the Services, assistance in solving problems encountered in Customer's use of the Services and for the reporting and correction of suspected

problems ("Support"). Support will be provided twenty-four (24) hours a day, seven (7) days per week.

13. <u>Taxes</u>. Service Provider agrees and acknowledges that Service Provider shall pay all taxes owed on the monies paid pursuant to this Agreement that are not subject to immediate tax withholdings by Customer. Customer and Service Provider agree that in the event of a challenge by any taxing authority to allocations made, or to the tax treatment of, any of the monies paid pursuant to this Agreement, each party shall cooperate fully with the other in support of the propriety of this Agreement. Service Provider further agrees and acknowledges that if any taxing authority re-characterizes any of monies paid pursuant to this Agreement as wages, Service Provider shall indemnify and hold harmless Customer for any and all liability and costs resulting from such re-characterization, including those for taxes, penalties, interest and other costs incurred by Customer.

14. <u>Key Performance Indicators</u>. If, for any reason, Service Provider should breach any of the applicable Key Performance Indicators ("KPIs") set forth in the SOW, it shall pay to Customer, at Customer's option: (a) the damages that correspond to the applicable KPI within thirty (30) days after Service Provider's breach of the applicable KPI or (b) the penalties set forth in the applicable SOW, unless set off by Customer under the terms of this Agreement. The parties agree that the damages that correspond to the applicable KPIs have been mutually agreed to represent a reasonable approximation of the damages to Customer in the event of an applicable breach by Service Provider because of the difficulty determining the exact damages Customer would suffer and do not constitute a penalty.

15. <u>Warranties of Service Provider</u>. Service Provider warrants that:

    a. all Services delivered shall strictly comply with all applicable specifications, descriptions, and other conditions of this Agreement, any Exhibit attached hereto, including without limitation Customer's Data Security Standards, and any SOW, be free of any defects, and shall be free from all liens or other encumbrances and good title in and to the goods shall be conveyed by Service Provider to Customer;

    b. it shall conduct itself and complete all activities related to this Agreement in compliance with the highest standards of the trades or professions involved, using qualified Personnel;

    c. it will not offer or provide any Improper Payment;

    d. it will maintain books and records that are accurate and complete;

    e. it shall obtain and assign or otherwise provide to Customer the benefits of warranties and guarantees provided by suppliers of ideas, software, components or equipment incorporated into the goods and Services, and shall perform its responsibilities so that such warranties or guarantees remain in full effect;

    f. the terms of this Agreement do not violate any existing agreements or other obligations to which Service Provider is bound;

    g. that in performing the Services, Service Provider will not make unauthorized use of any trade secrets or confidential or proprietary information of a third party;

    h. the best technical practices, procedures, skill, care and judgment shall be employed in the performance of the Services;

    i. the Services shall be performed in the most expeditious and economical manner consistent with Customer's best interests;

    j. all Services, including any deliverables, are in compliance with all federal, state and local laws, whether in the form of statutes, regulations, rules, standards, guidelines, judicial or administrative decisions, or any other federal, state or local action having the effect of law; and

k. it will comply with all applicable laws, rules, and regulations regarding the provision of the Services, including, but not limited to, environmental laws, rules, and regulations, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC) and their national implementing legislations, the California Consumer Privacy Act ("CCPA"), Cal. Civ. Code § 1798.140 and other applicable data privacy and cybersecurity rules, and regulations..

The warranties and remedies of Customer contained in this Agreement shall be in addition to any warranties or remedies provided pursuant to laws or at equity. All such warranties and remedies shall constitute continuing obligations of Service Provider during the useful life of the Services or goods and shall survive inspection, test, acceptance and payment by Customer. If these warranties are breached, Service Provider shall promptly re-perform at Service Provider's sole expense the applicable Services as warranted, and if Service Provider fails to perform the applicable Services in a manner conforming to the Agreement within fourteen (14) days of the Customer's notice to Service Provider of such failure, Service Provider shall refund the entire amount paid for the applicable Services and for any other Services that become substantially without value to Customer as a result of the breach, in addition to any rights Customer might have to terminate with Cause. All such warranties and remedies shall not survive Customer enhancements or changes to Service Provider delivered Work Product and will thereby be deemed null and void.

16. <u>Insurance</u>. The Service Provider shall purchase and maintain insurance of a form and with companies with an A.M. Best Rating of at least A- VII and who are authorized to do business in the state(s) in which all aspects of the service contemplated under this agreement are to be performed. Unless otherwise stated the required insurance shall be maintained at all times during the course of Service Provider's performance under this agreement. All policy forms must provide coverage at least as broad as the current form promulgated by the Insurance Services Office ("ISO"). If no such form is available the policy is subject to approval by Customer.

Before commencement of the services, the Service Provider shall furnish to the Customer, Certificates of Insurance evidencing the following coverages. It is the responsibility of the Service Provider to secure evidence of the same coverage from any engaged sub-contractors. This requirement does not invalidate any prohibition in this agreement against the use of sub-contractors. General conditions applying to all insurance coverage are that: 1) no policy shall contain a self insured retention; 2) no policy shall contain a deductible in excess of $25,000; and 3) satisfaction of any/all deductibles shall be the sole responsibility of the Service Provider.

Workers Compensation and Employers Liability
a. Statutory Workers Compensation (including occupational disease) in accordance with all applicable state law.

b. Employers Liability Insurance in accordance with all applicable state law.

c.
d. The coverage must include a waiver of Subrogation in favor of all entities included as "additional insureds" as defined in this agreement including the Customer and any party reasonably requested by the Customer.

Commercial General Liability (CGL)

a. Written on an occurrence basis, utilizing standard unmodified coverage forms, with per project/per location aggregate endorsements applicable to the services contemplated under this agreement. Coverage under the CGL policy shall extend to any indemnity agreement entered into by the Service Provider in connection with the services to be performed under this contract.

b.   The CGL coverage shall provide that any individual or entity that the Service Provider is obligated to name as an additional insured shall automatically receive additional insured status under the CGL policy. Additional insured coverage for all liability in connection with the subject matter of this contract must extend to include product/completed operations coverage.

c.   Products/completed operations insurance shall be maintained for a minimum period of three (3) years after final payment and Service

d.   The CGL coverage must provide for a total combined single limit for bodily injury and property damage of $5,000,000.00. This limit may be obtained through combining CGL and excess/umbrella policies. The "product/completed operations" aggregate shall be no less than the general aggregate.

e.   Umbrella and/or excess liability policies used to comply with any insurance requirement herein shall follow-form to the underlying coverage

Commercial Automobile
Including all owned, leased, hired and non-owned automobiles with a combined single limit for bodily injury and property damage of at least $1,000,000.00 per accident. The limit may be provided through a combination of primary and umbrella/excess liability policies. Contractual liability coverage must be included.

Additional Insureds
The Customer and any party reasonably requested by Customer must be included as additional insureds under the Service Provider's commercial general liability, excess/umbrella liability and commercial automobile liability policies and cyber liability/privacy policies. These policies must also provide for a waiver of subrogation of the carrier(s)' rights that is in favor of these entities.

Additional insured coverage procured by the Service Provider shall be primary and shall under no circumstances be construed to apply as excess or contribute with any insurance coverage independently carried by any of the additional insureds.

The policies cannot contain any provision that would preclude coverage for suits/claims brought by an additional insured against a named insured.

Errors and Omissions and Cyber Liability/Privacy Coverage
Service Provider shall maintain errors and omissions, or equivalent professional liability coverage, covering the services to be performed by Service Provider in connection with the agreement   . Such coverage shall include coverage for cyber liability including privacy. The coverage shall respond on a claims-made basis and shall remain in effect for a period of three (3) years after completion of all services under this agreement. Service Provider shall continue to provide evidence of such coverage to Customer on an annual basis during the aforementioned period. The coverage must provide minimum limits of $5,000,000.00 per claim to respond to the subject matter of this contract.

Certificates of Insurance Service Provider must submit Certificates of Insurance evidencing the required coverages prior to commencement of services.

Property Insurance

The Service Provider shall secure, pay for and maintain property insurance for protection against loss or damage to owned, borrowed, or rented electronic equipment, capital equipment, tools, including any tools owned by employees, and any tools, equipment, staging, towers, and forms owned, borrowed or rented

by the Service Provider. Such policies shall contain a waiver of subrogation in favor of all entities included as additional insureds under the CGL and/or Auto policies. The Service Provider must also carry an installation floater or fungible form of property coverage to cover loss or damage to any equipment or material to be installed in connection with the services.

17. <u>Personnel on Site</u>. If any portion of the Services will be performed at any Customer site, Service Provider's personnel who perform such Services shall comply with all of Customer's site rules and regulations as may be posted at such site or given to Service Provider in advance. Customer reserves the right to require any Service Provider personnel to immediately and permanently leave Customer's premises for conduct which Customer deems detrimental.

18. <u>Subcontractors</u>. Service Provider is prohibited from subcontracting with third parties to perform any of the Services described herein without the prior written consent of Customer (which consent may be evidenced by an SOW that describes, in detail, the identity of any such subcontractor, along with a specific description of the Services to be performed by such subcontractor, and such SOW is accepted in writing by Customer). In the event Customer provides such consent, such subcontractor, prior to beginning any work, will execute a Non-Disclosure Agreement affording Customer substantially the same protection, with respect to confidentiality of its information, as this Agreement. In employing subcontractors, Service Provider agrees to accept full and total responsibility, including joint and several liability, for the actions or omissions of its subcontractors and each reference in this Agreement to "Service Provider" shall include any subcontractors providing Services on behalf of Service Provider.

19. <u>Relationship of Parties</u>. The parties intend that an independent contractor relationship be created by this Agreement. The conduct and control of the work will lie solely with Service Provider. Subject to the confidentiality provisions contained in this Agreement, Service Provider shall be free to contract for similar services to be performed for other customers while under contract with Customer; provided no conflict of interest would exist for Service Provider. Service Provider is not to be considered an agent or employee of Customer for any purpose nor is it entitled to any of the benefits Customer provides for its employees.

20. <u>Access to Facilities, Confidential Information, and Personnel</u>. Customer agrees to provide Service Provider with limited access to Customer's facilities, Confidential Information (as defined below) and personnel as reasonably required by Service Provider to perform its obligations under this Agreement.

21. <u>Permits and Consents</u>. Except as may be expressly stated in a SOW, Service Provider shall be responsible for securing any required permits, consents and authorizations required to perform its assigned tasks under this Agreement.

22. <u>Confidentiality</u>.

   a. *Confidential Information*. The term "Confidential Information" means all information provided by one party (the "Disclosing Party") to the other (the "Receiving Party") <u>except</u> (i) information which the Receiving Party has confirmed is publicly known, so long as it is not publicly known through the acts or omissions of the Receiving Party; or (ii) information that was or becomes available to the Receiving Party on a non-confidential basis from another source provided that such source is not known to be prohibited from transmitting the information by a contractual, legal or fiduciary obligation; or (iii) is independently derived by the Receiving Party without the aid, application, or use of the Confidential Information; or (iv) information that is approved for release by written authorization of the Disclosing Party. Such Confidential Information shall include, but shall not be limited to: (1) all computer software and systems, documentation and methods or concepts utilized therein, and related materials and information in the possession of or under the control of the Disclosing Party; (2) any information relating to the business of the Disclosing Party; (3) any

unannounced products or services of the Disclosing Party; (4) all information, reports and work product that may be generated by either party in connection with this Agreement, regardless of form, including, but not limited to, print and electronic or display rights of any such information.

b. *Disclosure Restrictions*. The Receiving Party agrees to hold the Confidential Information in strict confidence, to use or disclose the Confidential Information only as is required in its performance under this Agreement, and to disclose the Confidential Information to only those of its employees, agents, or subcontractors ("Representatives") who require such disclosure in order to perform hereunder and who have signed a Non-Disclosure Agreement. The Receiving Party shall protect the Confidential Information that is in its possession or control using at least the same means it uses to protect its own Confidential Information, but in any event, not less than means in accordance with industry standards. The Receiving Party shall take all appropriate action, whether by instruction, agreement, or otherwise, to ensure the protection, confidentiality, and security of the Confidential Information, including any copies thereof, and to satisfy its obligations under this Agreement. Notwithstanding the foregoing, Customer may disclose or discuss information relating to the Services with, Customer's third party professional advisors (including accountants, auditors, attorneys, financial and other advisors) which are acting solely for Customer's benefit and on Customer's behalf and which have a need to know such information in order to provide advice or services to Customer.

c. *Compulsory Disclosure*. If the Receiving Party or anyone to whom it discloses the Confidential Information receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or other order issued by a court of competent jurisdiction or by a government agency, the Receiving Party shall, to the extent legally permissible: (i) promptly notify the Disclosing Party of the existence, terms, and circumstances surrounding such a request; (ii) consult with the Disclosing Party on the advisability of taking steps to resist or narrow that request; (iii) if disclosure of that Confidential Information is required, furnish only such portion of the Confidential Information as the Receiving Party is advised by its counsel is legally required to be disclosed; and (iv) cooperate with the Disclosing Party, at the Disclosing Party's expense, in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. A disclosure pursuant to law or government authority order that meets the requirements of this section will be an authorized disclosure.

d. *Notice of Violation*. The Receiving Party shall, within five (5) business days of becoming aware of a use or disclosure of Confidential Information in violation of this Agreement by Receiving Party, its officers, directors, employees, contractors or agents or by a third party to which Receiving Party disclosed Confidential Information pursuant to this Agreement, report any such disclosure to Disclosing Party. Receiving Party will take steps to mitigate the harmful effect of the non-permitted use or disclosure and include in its report a description of such steps. Notwithstanding anything to the contrary in any other agreement between Receiving Party and Disclosing Party, Disclosing Party may terminate this Agreement and any other agreement upon thirty (30) days notice to Receiving Party if Disclosing Party determines that Receiving Party has breached a material term of this Agreement and such breach has not been cured.

e. *Protected Health Information*. If, in the course of performing its duties for Customer, Service Provider obtains Protected Health Information, as that term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act (HIPAA) at 45 C.F.R. § 164.501, then Service Provider shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Service Provider on behalf of, Customer available to the Secretary of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom authority has been delegated for purposes of determining Customer's and Service Provider's compliance with HIPAA.

f. *No License*. Except as is specifically stated in this Agreement, or as may be reasonably assumed based upon Customer's need to enjoy the benefits of the Services including, without limitation, any information, reports, and work product created by Service Provider as part of the Services, no license or right is granted under this Agreement to the Receiving Party to use, execute, reproduce, display, perform, distribute externally, sell copies of or prepare derivative works based upon, any Confidential Information, except that the Receiving Party may exercise the foregoing rights of use, execution, reproduction and adaptation within its own organization solely for the purpose of rendering performance under this Agreement. The Receiving Party, upon request of the Disclosing Party or, at the latest, upon completion of its performance under this Agreement, will either certify the destruction of the Confidential Information or return the Confidential Information in its entirety to the Disclosing Party, at the Disclosing Party's discretion.

g. *Return of Confidential Information*. At the request of the Disclosing Party, and except for such copies as the Receiving Party is required to retain pursuant to applicable law or regulation or internal record retention policy, the Receiving Party and its Representatives shall, at the Disclosing Party's option:

(i) Return to the Disclosing Party any and all of the Disclosing Party's Confidential Information and any tangible materials relating thereto, and all tangible copies of such information or materials;

(ii) Destroy any and all other copies, information or materials in whatever form or media pertaining to such Confidential Information and/or its use or application; and

(iii) Provide to the Disclosing Party a signed written statement that all such Confidential Information and other information, copies and materials pertaining thereto have been returned to the Disclosing Party or destroyed in accordance with the terms of this provision; provided, however, that nothing in this section (iii) will require NFP to delete emails that are stored in NFP's email archive system.

h. *Equitable Relief*. The Receiving Party acknowledges that any disclosure of Confidential Information in violation of this Agreement would be detrimental to the Disclosing Party's business and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to equitable relief, including injunctions, without posting bond.

i. *Survival*. The terms contained in this section shall survive termination of this Agreement.

23. Business Continuity. Service Provider shall comply with the Business Continuity Plan set forth on Exhibit D. This Exhibit D provides standards applicable to all projects; however, project-specific standards may also be defined in a SOW. Additionally, Service Provider shall provide to Customer its own Business Continuity Plan upon execution of this Agreement. If Service Provider makes material changes to its Business Continuity Plan after execution of this Agreement, Service Provider will notify Customer immediately upon the change and receive Customer's consent, which consent shall not be unreasonably withheld.

24. Ownership; Grant of License.

a. *Customer Data*. Customer Data will be and remain, as between the parties, the property of Customer. Service Provider will not possess or assert any lien or other right against or to Customer Data. No Customer Data, or any part thereof, will be commercially exploited by or on behalf of Service Provider. Customer shall own and retain all right, title and interest, including all intellectual property rights, in and to all Customer Data and any information submitted to the applications by its users that is not otherwise Service Provider's Confidential Information. Service Provider acknowledges and

agrees that notwithstanding any reformatting, modification, reorganization or adaptation of the Customer Data (in whole or in part) during its incorporation, storage or processing, or the creation of derivative works from the Customer Data, the Customer Data will remain as such and will be subject to the terms and conditions of this Agreement. This Agreement does not grant to Service Provider any license or other rights, express or implied, in the Customer data, <u>except</u> that Customer grants to Service Provider a limited, non-transferable, non-exclusive, non-sub-licensable license to Customer Data for the sole purpose of performing the Services and Service Provider obligations under this Agreement.

b. *Customer Content.* Any and all software programs, databases, artwork, logos, graphics, video, text, data and other materials ("Content") supplied, created, furnished or made available by Customer (or, to the extent applicable, third party licensors of Customer) to the Service Provider in connection with any Statements of Work are and will at all times remain the sole and exclusive property of Customer and its licensors (the "Customer Content"). No right, title, or interest will be transferred from Customer to the Service Provider with respect to any of the Customer Content or any other copyrights, trademarks, trade secrets, patents or other intellectual property, proprietary, personal or other rights provided hereunder.

c. *Service Provider Content.* Pre-existing Content specifically identified by Service Provider in the applicable Statements of Work and provided by Service Provider for incorporation into the Work Product as specifically set forth in the applicable Statements of Work (collectively, the "Service Provider Content") are and will remain at all times the sole and exclusive property of the Service Provider, and all rights related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are hereby exclusively reserved by the Service Provider and its licensors, except as set forth in subsection (c) below. It is expressly understood that no title to or ownership of the Service Provider Content is transferred to Customer under this Agreement. Service Provider may use its proprietary technologies, processes, ideas, know-how and technology or any improvements thereof ("Background Technology"). Service Provider agrees that, except with prior written consent of Customer, Service Provider shall not embed or incorporate any product, independent utilities, tools, programs or components that are or were developed, licensed or owned by Service Provider prior to or independent of the Services or any enhancements or improvements thereto made as part of the Services ("Pre-Existing IP") into any Work Product (as defined below).

d. *Service Provider Content License to Customer.* The Service Provider hereby grants and agrees to grant Customer a fully paid-up, royalty-free worldwide, non-exclusive, perpetual license, including rights to sublicense, distribute, to make, have made, use, sell, offer for sale, copy, distribute, display, perform, transmit and generate derivative works of (collectively "Use") the Service Provider Content (with respect to software, in both object code and source code) in connection with the Work Product, as well as the right to grant others the right to further sublicense such license rights and distribute the Service Provider Content without restriction for its business purposes. Service Provider represents and warrants that any software contained in the Service Provider Content pursuant to this section does not and shall not contain any open source software, unless such software is specifically identified to Customer in writing in an SOW.

e. *Work Product.* Customer and the Service Provider agree and acknowledge that Customer is and will be the sole and exclusive owner of all right, title, and interest throughout the world, including without limitation all intellectual property and other proprietary rights (collectively, "Ownership Rights") in and to all Work Product, and all parts thereof, other than the Service Provider Content. Such Ownership Rights include, as illustrations and without limitation, the right to Use any Work Product, or grant others the right to Use, any Work Product. As part of or in connection with the Services, the Service Provider and its employees will or may produce Work Product. "Work Product" includes all

inventions, discoveries, processes, reports, plans, projections, budgets, software, data, technology, designs, documentation, innovations and improvements created, discovered, developed, compiled or prepared by the Service Provider or its employees or third parties as part of or in connection with the Services. Work Product includes any intermediate work product created in developing the final products. The Service Provider and Customer agree that, except as set forth in subsection (b) above, any and all Work Product shall be the sole and exclusive property of Customer and, without limiting the foregoing, is a "work made for hire" as defined in 17 U.S.C. Section 101, made solely for the benefit of Customer. The Service Provider shall document and record all Work Product in the manner specified by Customer, which records shall be part of the Work Product. The Service Provider shall deliver to Customer the Work Product and all records thereof on or before the termination of this Agreement. In the event that any right, title or interest to any Work Product, or part thereof, may not, by operation of law, vest in Customer (other than the Service Provider Content) or such Work Product may not be considered "works made for hire", then the Service Provider hereby conveys, transfers and assigns to Customer all right, title and interest, throughout the world and without further consideration, in and to such Work Product and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, throughout the world, and appoints any officer of the Service Provider as its duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority. The assignment of the Work Product under this Agreement includes all rights of paternity, integrity, attribution and withdrawal and any other rights known as, or substantially similar to, "moral rights." To the extent such moral rights may not be assigned under applicable law and to the extent such assignment is not allowed by the laws in the various countries moral rights exist, the Service Provider hereby waives such moral rights and consents to any action that would violate such moral rights in the absence of such consent. The Service Provider shall require the Personnel to execute such agreements as Customer may require with respect to ownership of Work Product. Upon Customer's request and at Customer's expense, the Service Provider and the Personnel shall execute such further assignments, documents and other instruments as may be necessary or desirable to fully and completely assign all Work Product and rights therein to Customer and to assist Customer in applying for, obtaining and enforcing patents or copyrights and other rights with respect to any Work Product rights in the United States and in any foreign country.

f.   *Third Party Material*. Service Provider shall specify in each SOW or change order, any third-party software, tools, products or materials required for performing the Services or use of the Work Product or incorporated into or provided in connection with the Work Product prepared under such SOW ("Third-Party Components").

g.   *Documentation of Rights Grants, Consents, Etc.* Each Party shall take such action as the other Party may reasonably request to effect, perfect or confirm such other Party's ownership interests and other rights as set forth above in this section or elsewhere in this Agreement, including by promptly (i) executing instruments of assignment, declarations, affirmations or other documents in connection with the provisions of this section, and (ii) confirming in writing all waivers and consents pursuant to subsection (d) of this section or otherwise, that are requested by Customer from time to time.

25. <u>Foreign Corrupt Practices Act</u>. In the event that Service Provider is found to have made any offering of or given, directly or indirectly through any agent or intermediary, anything of value to any person improperly to encourage that person to perform his or her job duties or functions improperly or to reward that person for having done so ("Improper Payment"), then Customer shall, in addition to the termination rights above, have the right to recover the amount or value of the Improper Payment and any fines or expenses incurred in connection with the Improper Payment.

26. <u>Indemnity</u>. Service Provider agrees to indemnify, defend and hold Customer harmless against any claim (including, but not limited to, claims of governmental agencies) arising from the alleged acts or omissions

(including, without limitation, those arising from or related to any component, process or equipment employed by Service Provider to perform services that infringes any patent or trade secret rights of a third party) of Service Provider or its employees, agents or subcontractors in connection with Services to be performed pursuant to this Agreement. Customer agrees to notify Service Provider promptly in writing of any such claim or suit, and gives Service Provider control of the defense and/or settlement of any such action. Service Provider agrees that it shall not enter into any settlement agreement requiring any action or admission by Customer without Customer's prior written consent. Customer shall have the right to hire its own counsel solely for the purpose of monitoring any such action, at Customer's own expense. Service Provider shall not be liable for any costs or expenses incurred by Customer without Service Provider's prior written authorization. This section shall survive termination of this Agreement. The liability limitations set forth in this Agreement shall not apply to Service Provider's indemnification obligations.

27. Limitation of Liability and Warranty.

   a. THE LIABILITY OF EITHER PARTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN CONNECTION WITH ANY OF THE SERVICES PROVIDED PURSUANT TO A SOW UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED THREE TIMES THE AMOUNT PAID OR PAYABLE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS ARISING UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE REMEDIES PROVIDED HEREUNDER, AND SHALL APPLY WHETHER OR NOT A PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO: (i) ANY BREACH BY SERVICE PROVIDER OF THE CONFIDENTIALITY AND/OR NON-DISCLOSURE PROVISIONS HEREUNDER, (ii) WILLFULL MISCONDUCT, (iii) GROSS NEGLIGENCE, AND (iv) TO ANY INDEMNITIES CONTAINED HEREIN. ANY LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL NOT PRECLUDE NFP FROM CLAIMING UNDER ANY INSURANCE PLACED OR PROVIDED PURSUANT TO THE AGREEMENT UP TO THE FULL AMOUNT PAYABLE UNDER SUCH INSURANCE..

   d. *Limitation on Warranty*. WITH THE EXCEPTION OF EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT OR ANY SOW, SERVICE PROVIDER PROVIDES THE SERVICES AS IS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED AND SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

   e. *Survival*. This section shall survive termination of this Agreement.

28. No Minimum Commitment. Service Provider understands that Customer makes no commitments or representations whatsoever as to the amount or potential amount of Services that Customer will request at any time during the Term of this Agreement or any Service Order without any liability therefor.

29. Non-exclusivity. This Agreement is nonexclusive and does not grant Service Provider an exclusive right to provide Customer with any kind of Services and Customer may use its own employees or other contractors to perform the same or similar services as are to be performed by Service Provider hereunder without any liability to Service Provider therefor.

30. <u>Publicity</u>. Absent Customer's advance written consent, which consent may be withheld and revoked in Customer's sole and absolute discretion, Service Provider may not use or refer to Customer, its trademarks, service marks, trade names, or any other descriptions of Customer in any public statement, advertise or promote Service Provider, its products or business using any trademark, service mark, trade name or other description of Customer.

31. <u>Informal Dispute Resolution</u>. Before initiating arbitration or other legal action against the other relating to a dispute herein, the parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. If the dispute is not resolved within thirty (30) days of the commencement of informal efforts under this paragraph, either party may pursue formal dispute resolution. This paragraph will not apply if: (i) expiration of the applicable time for bringing an action is imminent; or (ii) injunctive or other equitable relief is necessary to protect a party's proprietary rights.

32. <u>Choice of Law and Jurisdiction</u>.

    a. *Choice of Law*. This Agreement and all rights and duties hereunder, including but not limited to all matters of construction, validity and performance, shall be governed by the law of New York. However, if any version of the Uniform Computer Information Transaction Act (UCITA) is enacted as part of the law of the aforementioned state, said statute shall not govern any aspect of this Agreement or any license granted hereunder, and instead the law as it existed prior to such enactment shall govern.

    b. *Jurisdiction.* All claims or disputes arising out of or in connection with this Agreement will be heard exclusively by any of the federal or state courts of competent jurisdiction located in the Borough of Manhattan, New York City, New York. To that end, each party irrevocably consents to the exclusive jurisdiction of, and venue in, the courts, and waives any: (i) right to object (with respect to any proceedings) that the court does not have jurisdiction over (a) the substance of claims or disputes, or (b) a party, and (ii) claim that the proceedings have been brought in an inconvenient forum. Without limiting the generality of the foregoing, each party consents to the service of process in connection with any claim or dispute by registered or certified mail, postage prepaid to the address for notice set forth in or designated in this Agreement. To the fullest extent permitted by law, each party hereby expressly waives (on behalf of itself and on behalf of any person or entity claiming through that party) any right to a trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or in any manner connected with this Agreement.

    c. *Preliminary Injunctive Relief.* The dispute resolution procedures set forth above shall be the sole and exclusive procedures for the resolution by the parties to this Agreement of any disputes which arise out of or are related to this Agreement, except that a party may seek preliminary or temporary injunctive relief from a court if, in the party's sole judgment, such action is necessary to avoid irreparable harm or to preserve the status quo. If a party seeks judicial injunctive relief as described in this paragraph, the parties shall continue to participate in good faith in the dispute resolution procedures described above. The parties agree that no court which a party petitions to grant the type of preliminary injunctive relief described in this paragraph may award damages or resolve the dispute. Venue for any judicial proceeding for preliminary or temporary injunctive relief shall be in New York, New York, and any objections or defenses based on lack of personal jurisdiction or venue are hereby expressly waived.

    d. *Remedies not Exclusive.* Unless this Agreement expressly states that a remedy is exclusive, no remedy made available under this Agreement is intended to be exclusive.

33. <u>Assignment</u>. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Customer (in this paragraph, the "Assignor") may assign its rights and obligations under this Agreement or any SOW (an "Assignment") to an entity (the "Assignee"), without the Service Provider's permission, in connection with any intra-Customer assignment (e.g., as assignment by an Affiliate to NFP), merger, restructure, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction; provided, that the assignee: (i) is not a direct competitor of the non-assigning party; (ii) provided prompt written notice of such assignment to the non-assigning party; and (iii) agrees to be bound by the terms and conditions of this Agreement. Upon an Assignment, at NFP's or the Assignor's request, Service Provider shall continue to provide the Services under the Agreement or the applicable SOW to the Assignee, on the same terms and conditions as were provided to the Assignor, and the Assignee shall undertake the obligations of the Assignor; and to the extent Service Provider is notified that the Assignor requires performance of the Assigned Services, Service Provider shall provide such Services to both the Assignor and the Assignee.

34. <u>Export Compliance</u>. Each party agrees to comply with all applicable regulations of the United States Department of Commerce and with the United States Export Administration Act, as amended from time to time, and with all applicable laws and regulations of other jurisdictions with respect to the export and import of the Services.

35. <u>No Use of Marks</u>. Service Provider will not use Customer's name, logo, or other marks in, without limitation, any press release, advertisement or other promotional or marketing material or media, whether in written or oral, electronic, visual, or any other form.

36. <u>Compliance with Law</u>. In performing Service Provider's obligations under this Agreement, Service Provider, its personnel and subcontractors, if any, shall comply with all applicable city, state and federal laws, ordinances, rules and regulations.

37. <u>Miscellaneous Provisions.</u>

    a. Any amendments to this Agreement must be in writing and signed by both parties. Service Provider agrees that no effect shall be given to additional terms set forth (whether as an attachment or through a hyperlink) in any Service Provider purchase order, order form, confirmation, acknowledgement, invoice, quote, 'click-to-agree', 'shrink-wrapped', website/url or similar document; provided however, that any additional Service Provider representations or warranties set forth in any such agreements shall apply to the extent not diminishing Customer's rights hereunder.

    b. All notices and other communications under this Agreement shall be in writing and sent by hand-delivery, reputable commercial courier (e.g., Federal Express, UPS or DHL), facsimile (with a confirmation copy sent by commercial carrier or certified U.S. mail), or electronic mail addressed to the following described addresses of the parties hereto, or to such other address as a party may request in writing:

    Notices to Service Provider: Notices to Customer:
    Attn: Legal Counsel_____   Attn: Chief Technology Officer
    Verterim, Inc.,   NFP Corp.
    9 Queen Anne, Rd   340 Madison Avenue, 20th Floor
    Hopkinton, MA 01748   New York, NY 10173
    Email: contracts@verterim.com   Email: generalcounsel@nfp.com

    Notice pursuant to this Agreement shall be deemed given upon receipt or attempted delivery (if receipt is refused).

c. No delay or omission by either party in exercising any right or remedy hereunder available to that party shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

d. If any provisions of this Agreement shall be for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

e. Each party will be excused from the performance of its obligations under this Agreement, except for any payment obligations accruing prior to the event, for any period to the extent that it is prevented from performing, in whole or in part, as a result of delays caused by the other party or any act of God, natural disaster, war, civil disturbance, court order or other events beyond the reasonable control of a party, except where such delay was caused by the act or omission of the non-performing party. Such non-performance will not be a default or a ground for termination as long as reasonable means are taken by the non-performing party to expeditiously remedy the problem causing such non-performance.

f. Unless this Agreement expressly states that a remedy is exclusive, no remedy is intended to be exclusive.

f. The parties acknowledge and agree that they have mutually negotiated the terms and conditions of this Agreement and that any provision contained herein with respect to which an issue of interpretation or construction arises shall not be construed to the detriment of the drafter on the basis that such party or its professional advisor was the drafter, but shall be construed according to the intent of the parties as evidenced by the entire Agreement.

g. The paragraph headings in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

h. All references to "this Agreement" and similar terms, refer to this Agreement and any Statements of Work, and any mutually-executed amendments or attachments which are incorporated by reference into this Agreement and made part hereof. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and any prior understanding or representation of any kind regarding the subject matter hereof preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement; provided however that any responses Service Provider provided to Customer as part of a Request for Proposal or other due diligence inquiry, including but not limited to any demonstrations of the Service, and relied on by Customer in entering into this Agreement, shall be deemed incorporated herein by reference as a Service Provider obligation..

j. Electronic transmission of this signed, original Agreement and retransmission of any signed or electronic transmission thereof shall be the same as delivery of an original. Each party agrees that delivery of this Agreement by facsimile or electronic transmission as provided above shall be evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used. The preceding notwithstanding, at the request of either party, the other party will confirm electronically transmitted signatures by signing an original document.

[END OF TEXT; SIGNATURES TO FOLLOW]

THE PARTIES EVIDENCE THEIR AGREEMENT WITH THE ABOVE TERMS AND CONDITIONS BY SIGNING BELOW.

NFP CORP.

By: _James Fritz_
D9FC02AA4079437...

Name: _____
James Fritz

Title: _VP, Cybersecurity_

VERTERIM, INC.

By: _Peter A. Ridgley_
E3AE39171D0C492...

Name: _____
Peter A. Ridgley

Title: _President_

Exhibits:

Exhibit A-Form of Affiliated Company Agreement
Exhibit B-Statement of Work
Exhibit C-Data Security Standards
Exhibit D-Business Continuity
Exhibit E-AvidXchange Instructions

EXHIBIT A

Form of Affiliated Company Agreement

THIS AFFILIATED COMPANY AGREEMENT ("Affiliated Company Agreement") dated as of _____ (the "Affiliated Company Agreement Effective Date"), is made by and between _____ _____ (hereinafter "Service Provider"), and _____ (the "Participating Affiliated Company").

WHEREAS, Service Provider and NFP Corp. ("NFP") have executed a Master Services Agreement dated _____, and any attachments and amendments thereto, (collectively, "MSA") that establishes the general terms and conditions related to services that Service Provider may provide to NFP's Affiliated Company (as defined therein) pursuant to Section 2 (Affiliated Company Agreement) thereof;

WHEREAS, Participating Affiliated Company is an "Affiliated Company" as defined in Section 2 of the MSA and this Affiliated Company Agreement is an "Affiliated Company Agreement" as defined thereunder;

Therefore, in consideration of the mutual premises, covenants and agreements herein contained, and intending to be legally bound, hereby, Service Provider and Participating Affiliated Company agree as follows:

1.   Incorporation of the MSA. This Affiliated Company Agreement hereby incorporates the MSA as a separate agreement between Service Provider and Participating Affiliated Company, and services may be provided pursuant to Statement(s) of Work ("SOWs) as agreed to hereunder. For the avoidance of doubt, any purchases hereunder shall count towards any volume discounts or other financial incentives set forth in the MSA for NFP, its Affiliates and its Affiliated Companies.

2.   Term. This Affiliated Company Agreement is effective as of the Affiliated Company Agreement Effective Date, and shall continue for a period of _____( ) months unless earlier terminated as provided in the MSA.

3.   Invoices. Invoices for SOWs will be directed to the Participating Affiliated Company as follows:_____

4.   Notices. All notices and other communications to the Participating Affiliated Company shall be addressed as follows (or at such other address, facsimile number or email address for the Participating Affiliated Company as will be specified by like notice):

> XXXX
> XXXXX
> XXXXX
> Attention: XXXXX

With a copy to: NFP Corp.
                   340 Madison Ave.
                   New York, NY 10173
                   Attention: General Counsel
                   With copy to: generalcounsel@nfp.com

[END OF TEXT; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Affiliated Company Agreement as of the Affiliated Company Agreement Effective Date.

_____   _____

By: By:

Name: Name:

Title: Title:
Date: Date:

<u>**EXHIBIT B**</u>
Statement of Work #__

Date:

This Statement of Work and its attachments (if any) are, by this reference, subject to the terms of and made a part of the Master Services Agreement ("Agreement") dated _____ by and between *NFP Corp. and its Affiliated Companies* ("Customer") with an address of _____, and *Service Provider* ("Service Provider") whose business address is _____. Capitalized terms used but not defined in this SOW shall have the meanings given to them in the Agreement.

Nature of Project:

Description of Deliverables and Services to be Rendered by Service Provider:

Location(s) at which Services will be performed:

Duration of Services:
   Start Date:
   End Date:

Project Leaders:
{Define project leads for each party}

List all subcontractors that will provide services under this SOW:

Critical Success Factors/Assumptions Critical to Success of Project:

  Milestones to be Met at Specified Dates:

  Acceptance Criteria:

Further, the Services or Deliverables shall not be deemed to have been accepted until NFP has notified Service Provider that the Services or Deliverables are satisfactory to NFP in all respects.

Products, Reports, or other Deliverables to be Provided by Service Provider to Customer:

Authorized Expenses of Service Provider:

Service Provider Shall Report Directly To:
Name:
Address:
City, State, Zip:
Phone:
Fax:
Email:

Are payments tied to Milestones in lieu of time or some other method of payment?

Fees for this SOW will be:
   Fixed Price, Fixed Time: {State the price and the date that it is due.}
   Time and Materials: Rate $____/(Hour/Day)

Estimate of fees for this SOW $_____

The total cost shown above may not be exceeded without the prior written approval of NFP.

Key Performance Indicators:

Volume Discounts:

THE PARTIES EVIDENCE THEIR AGREEMENT WITH THE ABOVE TERMS AND CONDITIONS BY SIGNING BELOW.

[To be signed by NFP, Affiliate, JV or Member, as applicable]   **SERVICE PROVIDER**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

EXHIBIT C
DATA SECURITY STANDARDS

This Exhibit C (Data Security Standards) is subject to and incorporated by reference to the attached Master Services Agreement (the "Agreement"). To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and this Exhibit, the terms of this Exhibit shall prevail.

Customer requires that its suppliers, vendors and other business partners, including Service Provider, comply with these Data Security Standards with respect to any data or other information (collectively, "**Customer Data**") that Customer, its Affiliates, personnel, service providers, vendors or business partners make available or accessible to Service Provider in the context of Service Provider business relationship with Customer. All capitalized terms and phrases used herein but not otherwise defined shall have the same meanings set forth in the Agreement. This Exhibit will survive termination of the Agreement for as long as Service Provider has Customer Data in its possession or under its control. Service Provider covenants, at Service Provider's expense except where otherwise provided, the following:

1.   Definitions.

   1.1. "*Customer Data*" means (i) all data and information provided by Customer to Service Provider to enable the provision of access to, and use of, the Services; (ii) all content, data and information processed, recorded and stored for Customer in connection with Customer's use of the Services; and (iii) Customer specific configurations and rules implemented in the Services. "Customer Data" includes, without limitation, any personally identifiable information or data concerning or relating to Customer's employees, agents, customers or other individuals that Customer has dealings with, that may be used to uniquely identify or contact such employees, agents, customers or individuals, including commonly understood sub-categories such as Personal Sensitive Information (PSI), Protected Health Information (PHI), Personal Card Data (PCI), Personal Identity Information (PII), Health Insurance Portability and Accountability Act ("HIPAA"), personal data and other regulated and confidential information.

   1.2.   "*Good Industry Practice*" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances seeking to meet its obligations to the fullest extent possible; for clarity, such standards may include, without limitation, NIST, ISO 27001, SOC 1 SSAE 18 Type II, SOC 2 and/or PCI DSS.

   1.3.   "*Personnel*" means Services Provider's employees, contractors, suppliers, subcontractors and any other persons who have access to Service Provider's facilities, systems, or Customer Data.

2.   Security Program Requirements. Service Provider shall establish and maintain a comprehensive "Security Program" that has the physical, administrative, and technical safeguards to: (i) ensure the integrity, security and confidentiality of Customer Data; (ii) protect against threats and hazards to the security of Customer Data, and (iii) protect against any loss, misuse, unauthorized, accidental or unlawful access, disclosure, alteration and destruction of Customer Data. All of the foregoing shall be no less rigorous than those maintained by Service Provider for its own data and information of a similar nature; and shall ensure compliance with the provisions of applicable law and regulations and Good Industry Practice. Upon request, Service Provider shall provide Customer appropriate documentation evidencing compliance with these requirements. Such measures will include implementing and maintaining the following which Service Provider will be responsible for ensuring are maintained at all times by it and its Personnel:

   2.1.   Physical Security Measures

   (a)   Physical Data. Service Provider shall not keep any Customer Data in physical form unless required as part of providing the Services and is authorized by Customer.

2.2.   Administrative Security Measures

(a)   Background Checks and Training. Prior to allowing Personnel to access Customer Data, Service Provider and its subcontractors, agents, etc. will conduct background checks and ensure that all individuals have the reasonable skill and experience suitable for employment and placement in a position of trust and trained with respect to Service Provider's security policy and procedures. Service Provider shall not provide access to Customer Data if any such individual: (i) has been convicted of a felony or misdemeanor for fraud, theft, embezzlement, or other similar crimes involving dishonesty or breach of trust (or the equivalent thereof under relevant non-US law); (ii) is on any of the following lists: (a) the U.S. Government Specially Designated National and export denial list, (b) the OFAC List, (c) the BISDP List, (d) the OIG List, (e) the GSA List, or (f) any foreign equivalent; or (iii) for whom there is a significant deviation between the information reported by the individual and results of the background check.

(b)   Architecture, Engineering, Application/Data Landscape Documentation. Service Provider must maintain current, accurate, and complete documentation on overall system, network, and application architecture, data flows and security functionality for applications that process or store Customer Data. Service Provider must employ documented secure programming guidelines, standards, and protocols in the development of applications or systems.

2.3.   Technical Security Measures

(a)   Security Event Logs. Security event-related logs must be preserved and be available online for a minimum of two (2) years and available offline for five (5) years. This requirement applies to the data sources that are capable of logging data that can be used to enforce accountability, detect a violation of security policy, detect an attempt to exploit vulnerabilities, and/or detect compromises resulting in losses of integrity, confidentiality and availability of Customer Data, environments, services, systems, and applications.

(b)   Access and Authorization. Service Provider will employ physical, administrative, and technological access control mechanisms to prevent unauthorized access to Service Provider's facilities and systems associated with Customer Data, applications, and systems. Service Provider will limit access to Customer Data to Personnel with a need to know the information to perform the Services. Such mechanisms will have the capability of detecting, logging, and reporting access to the system or network or attempts to breach the security of the facility, compartment, system, network, application, and/or data.

(i)   Each person must have an individual account that authenticates the individual's access to Customer Data. Service Provider will not allow sharing of accounts.

(ii)   Service Provider will utilize two-factor authentication for network access/VPN and access to internal tools that access Customer Data.

(iii)   Service Provider will maintain a process to review access controls quarterly for all Personnel who have access to Customer Data, applications, or systems, including any system that, via any form of communication interface, can connect to the system on which Customer Data is stored. Service Provider will maintain the same processes of review and validation for any third party hosted systems it uses that contain Customer Data.

(iv)   Service Provider will promptly revoke a person's access to Customer Data within twenty-four (24) hours once such person no longer requires access to the system(s) or application(s) or immediately if warranted or requested by Customer.

(v)   Service Provider will implement and maintain a password policy that is consistent with recognized industry standards such as NIST Special Publication 800-63B.

(c)   Data Transmission and Storage. Service Provider shall not transmit or store Customer Data outside the United States, or allow its employees or agents to download, extract, store, or transmit Customer Data through personal computers, personal laptops, or other personal electronic devices.

(d)   Change Management. Service Provider will employ an effective documented change management program with respect to the Services. This includes logically or physically separate environments from production for all development and testing. No Customer Data will be transmitted, stored or processed in a non-production environment.

(e)   Security Patch Management. Service Provider shall maintain and patch/remediate all systems, devices, firmware, operating systems, applications, and other software that process Customer Data consistent with Good Industry Practices.

(f)   Network Security. Service Provider will deploy appropriate firewall, intrusion detection/prevention, and network security technology in the operation of the Service Provider's systems and facilities consistent with industry best practices. Traffic between Customer and Service Provider will be protected, authenticated, and encrypted.

(g)   Malicious Code Protection. All workstations and servers must run anti-virus software, where possible and consistent with industry best practices.

(h)   Data Encryption. Service Provider will utilize cryptographically secure protocols in accordance with Good Industry Practice at all times to encrypt Customer Data when in transit, at rest in any application or system, or transported/stored via any physical media (e.g. tapes, disks, etc.). If personal devices (e.g. desktops, laptops, mobile phones, tablets) are used to perform any part of the Services, Service Provider will encrypt all Customer Data on such devices and Service Provider will maintain an appropriate key management process, including, but not limited to, access controls to limit access to private keys, (both synchronous and asynchronous), key revocation processes, and key storage protocols (e.g., private keys must not be stored on the same media as the data they protect).

(i)   Disaster Recovery. Service Provider warrants that it has and will maintain a Good Industry Practice disaster recovery plans in place that will allow Service Provider to resume full performance of the Services no more than twenty-four (24) hours after an interruption due to a disaster or other circumstance outside of Service Provider's control. If Service Provider fails to restore the Services within twenty-four (24) hours after an initial disruption, or if there are more than two interruptions of the Services during any twelve (12)-month period, Customer at its option may declare this Agreement immediately terminated for Cause by giving written notice to Service Provider, and Service Provider shall work with Customer in good faith to transition Customer to an alternative service provider as determined in Customer's sole discretion and at Service Provider's expense. Service Provider shall test such recovery plan at least once per year. Service Provider will discuss results of these tests with Customer on request. The Service Provider shall implement Good Industry Practice to securely back up data in respect of the Customer Data, but in any event, shall ensure (i) system backups are completed on a daily cycle (including both full and incremental backups); (ii) all backup storage is offsite; (iii) backup samples are tested weekly; and (iv) promptly make such backed up data available to Customer on request.

(j)   SAML Support. Service Provider shall provide and maintain support for SAML-based authentications for Customer access.

3.   Security Assessments. Service Provider's Security Program shall provide for regular assessment of the risks to the security of Customer Data and to Customer's, Service Provider's, or any third party's systems, applications, and services that are part of the Services. Service Provider shall promptly correct such deficiencies in accordance with the recommendations of such assessments, and, as applicable, this Exhibit and the Agreement.

3.1. <u>Security Risk Assessment</u>. Service Provider shall perform a SOC 1 SSAE 18 Type II annually if applicable and provide a copy to Customer upon request.

3.2. <u>Vulnerability Scans</u>. Service Provider shall perform internal and external host/network vulnerability scans after any material change in the host/network configuration.

3.3. <u>Application Security Tests & Assessments</u>. Service Provider shall perform a security assessment, including a penetration test conducted by a reputable third party consistent with best practices in the information technology field, on all applications and systems that process Customer Data. The security assessments shall include, at a minimum, penetration tests, source code reviews, and other tests and assessments necessary to identify security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS vulnerabilities). If requested by Customer Service Provider must submit to reasonable data security and privacy compliance audits by Customer and/or, at Customer's request to verify compliance with this Exhibit, applicable law, and any other applicable contractual undertakings. For purposes of clarity on costs, if Customer requests use of an independent third party, it shall be at Customers expense; if Customer requests due diligence information (including without limitation a questionnaire, SOC reports) directly from Service Provider, Service Provider agrees that such information will be provided free of charge.

4. <u>Updates</u>. Service Provider shall review and update its Security Program policies and procedures at least annually and as necessary to comply with changes in federal, state, and local laws and regulations pertaining to the privacy and protection of Customer Data. Service Provider shall ensure its Security Program stays current with industry best practices with respect to new security standards, threats and hazards. If Service Provider determines that it can no longer provide this level of protection, Service Provider will promptly notify Customer of this determination, and Customer shall have the right to terminate the Agreement upon notice to Service Provider without penalty or further liability. Upon request, Service Provider shall provide Customer a copy of the updated policies and procedures along with a report outlining material changes to Service Provider's systems, applications, and security program. Service Provider shall also provide a document containing key security management details (e.g. key contacts, incident response steps, back-up site information, details of processes to follow etc.) and notify Customer of any relevant updates.

5. <u>Subcontractors</u>. Service Provider shall conduct appropriate due diligence on any subcontractors involved in performing the Services or who have access to Customer Data, applications, or systems to ensure compliance not materially less protective than the standards included in this Agreement. Service Provider shall include and enforce obligations regarding data security in all its contracts with parties that have access to or process Customer Data, which obligations are no less protective than the standards included in this Exhibit.

6. <u>Termination Due to Security Breach</u>. Should Customer determine that Service Provider had a material security breach that resulted in unauthorized disclosure of Customer Data or that, in Customer's reasonable discretion, represents a material security risk, Customer shall have the right, in addition to all other rights and remedies under the Agreement or applicable law, to immediately terminate the Agreement without further liability.

7. <u>Security Incident Response and Reporting</u>. A security "Incident" is any event that could negatively impact the security of Customer Data and/or Customer's network (including any circumstances that would render such access or use reasonably possible and any breach of these Data Security Standards) including any (i) unauthorized, accidental or unlawful loss, access, use, disclosure, modification, or destruction of Customer Data; (ii) act that violates any law or any Customer or Service Provider security policy; (iii) unplanned service disruption that prevents the normal operation of the Services; or (iv) unauthorized access or attempt to access Service Provider's or Customer's applications, systems or Customer Data. If Service Provider detects or suspects an Incident, Service Provider shall:

7.1.   Notify Customer's IT Security Representative by emailing GRCSupport@verterim.com immediately and no later than within one (1) hour after Service Provider becomes aware of a security Incident involving regulated data (PHI, PCI, SOX, etc.) or Customer Data. For any other Incidents, notify Customer's IT Security within 24 hours. Customer shall retain the right to make and control any regulatory notifications required by an Incident.

7.2.   Immediately perform such Incident response activities as may be reasonably requested by Customer, including, but not limited to: responding and investigating; collecting, analyzing and preserving evidence; and containing, remediating, recovering and mitigating adverse impacts. Service Provider will cooperate with Customer and with law enforcement authorities in investigating any such Incident, at Service Provider's expense. Service Provider will likewise cooperate with Customer and with law enforcement agencies to notify injured or potentially injured parties in compliance with applicable law, and offer identity theft monitoring services to injured or potentially injured parties at Customer's election; and such cooperation, including all costs associated with notifications and/or identity theft monitoring services as set forth above, will be at Service Provider's expense, except to the extent that the Incident was caused by Customer. The remedies and obligations set forth in this subsection are in addition to any others Customer may have.

7.3.   If requested by Customer, prepare and deliver to Customer as soon as reasonably possible and no later than within five (5) business days of the Incident a root cause report that describes in detail (i) the nature and extent of the Incident; (ii) the Customer Data affected and the likely impact upon it; (iii) all supporting evidence, including system, network, and application logs related to the incident; (iv) all investigative, corrective and remedial actions completed, and planned actions and the dates that such actions will be completed; (v) all efforts taken to mitigate the risks of further Incidents; and (vi) an assessment of the security impact to Customer; and provide such further prompt assistance as Customer shall reasonably request in connection with notifications required to regulatory authorities under applicable law. Upon Customer's request, Service Provider shall provide Customer with immediate and ongoing access to all meetings, reports, copies of all logs and data, and other information that has a nexus to security Incidents impacting Customer.

8.   <u>Designated IT Security Representatives</u>. Service Provider shall provide a designated contact person with responsibility for day-to-day security management to work with Customer's security organization. This individual shall be at an appropriate level and have the authority to initiate corrective actions on behalf of Service Provider as necessary to respond to and correct any Incident, disclosure or breach involving Customer Data. If software development is involved, Service Provider shall also identify the person who will be responsible for overall security of the application development, management, and update process. The following individuals are Customer's and Service Provider's security representatives. All notifications required under this Exhibit shall be made to these individuals.

Customer	Service Provider
Name: Security Team	Name: Peter Ridgley
E-mail: security@nfp.com	E-mail: pridgley@verterim.com

EXHIBIT D
BUSINESS CONTINUITY

Service Provider's Business Continuity Plan ("BCP") shall address, among other things:

- Classification and Levels of Disaster
- Disaster Response Team (DRT) roles and responsibilities
- Communications with media
- Identification of emergency services in each city
- Description of facilities at all locations
- DRT team members for each facility
- Alternate locations for each facility for the different disaster levels
- Plan review and update parameters
- Plan testing parameters
- Contact information
- Risk Mitigation for base infrastructure for various scenarios
- Service Provider shall ensure the following are in place to support the Business Continuity Plan: Diesel generator in data center
- UPS for critical equipment
- Fire detection and protection system
- Computer room
- Voice communication
- Transportation arrangement to and from the facility for employees
- Transportation arrangement between facilities in a city
- High uptime contracts for critical equipment

The parties agree that certain projects may, for various business and security reasons, require customized infrastructure. These customized requirements may introduce project -specific risks that may not be addressed as part of Service Provider's Business Continuity Plan. If a project-specific plan is required, it shall be defined as a deliverable in the applicable SOW.

Any Project-specific BCPs shall address the following:

- Project-specific escalation matrix
- Identification of the Project Critical Resources (PCR)
- Project-specific infrastructure and resource requirements
- Project Business Impact Analysis (BIA) and Risk Assessment
- Project strategy and actions for each level of disaster

EXHIBIT E

AVIDXCHANGE INSTRUCTIONS

Date

Dear NFP Supplier,

NFP has entered into an agreement with AvidXchange to implement an electronic invoice process, which AvidXchange, Inc. will facilitate on our behalf.

As part of this change, AvidXchange shall have the authority to undertake the actions below. Further instructions are provided on the following page.

- Receive and manage all forms of invoice and payment requests on behalf of NFP, NFP affiliates and subsidiaries.

- Request payment requirements for your accounts receivables process, payment delivery and questions regarding payment processing and delivery.

- Authorize modifications to the NFP "Bill To" address.
    - For paper invoice submission, authorize change of billing address.
    - For electronic invoice submission, authorize correct email address for receipt.

This letter authorizes AvidXchange to contact you for information required to transition to the new invoice processing program at NFP. Please reference the enclosed list of affiliates and subsidiaries. If you have any questions, reach out to your NFP contact.

Thank you in advance for your cooperation in providing AvidXchange with this information.

Sincerely,

NFP Procurement

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REQUIRED: INVOICE SUBMISSION OPTIONS

OPTION 1:
(Preferred)

EMAIL INVOICE TO: NFPinvoices@AVIDBILL.COM

– Include PDF attachment under 5MB
– One invoice per PDF (*Emails can include multiple attachments*)
– Include any back-up documentation within invoice's PDF

    (*Invoice must be page 1*)

OPTION 2:   **SUBMIT VIA MAIL TO:**

NFP

P.O. BOX 37149

CHARLOTTE, NC 28237

ALL INVOICES MUST INCLUDE THE FOLLOWING INFORMATION:

– Property/Entity/Department Name
– Property/Entity/Department Ship-To/Service Address
– Property/Entity/Department Code *(optional)*
– Vendor Name & Remittance Address
– Vendor ID Number**

This information is **Essential to timely processing of your invoice.

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