



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") made this 15th day of January 2019, (hereinafter the "Effective Date") by and between Verterim, Inc. whose principal place of business is located at 9 Queen Anne Road, Hopkinton, MA 01748 (hereinafter, "Vendor") and The Hanover Insurance Company, its subsidiaries and affiliates, with an address at 440 Lincoln Street, Worcester, Massachusetts 01653, (hereinafter "Hanover").

WHEREAS, Vendor is engaged in the business of providing certain services; and

WHEREAS, Hanover is desirous of obtaining services, from time to time, from Vendor; and

WHEREAS, Vendor desires to perform such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hanover and Vendor hereby agree as follows:

1. SCOPE OF WORK

Vendor shall perform such services (the "Services") as are specified in one or more appendices to this Agreement (each, a "Statement of Work"), attached hereto and made a part hereof. In the event of any conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of the applicable Statement of Work shall control. Each Statement of Work shall constitute an Exhibit to this Agreement.

2. TERM AND TERMINATION

- 2.1. This Agreement shall commence on the Effective Date and continue in full force and effect until terminated as set forth herein.
- 2.2. Either party hereto may, at any time, with or without cause, terminate this Agreement by providing the other party with not less than thirty (30) days prior written notice of termination. Termination of this Agreement shall not affect any Statement(s) of Work then in effect, and this Agreement shall continue in full force and effect solely with respect to such Statement(s) of Work then in effect until the termination or expiration of any such Statement(s) of Work.
- 2.3. Except as otherwise expressly provided in any Statement of Work, Hanover may terminate any such Statement of Work at any time, with or without cause, immediately upon written notice to the Vendor. Upon receipt of such notice, Vendor shall immediately cease to provide the Services applicable to the Statement of Work and no further payments, charges or expenses relating thereto shall be paid by Hanover.

3. PAYMENTS AND EXPENSES

- 3.1. Hanover shall pay Vendor for Services properly rendered and accepted under those conditions specified in the applicable Statement of Work. Unless otherwise expressly set forth in the applicable Statement of Work, Vendor shall provide Hanover with monthly invoices for Services provided by Vendor to Hanover, and, subject to Section 22 hereof, Hanover shall pay such invoices within thirty (30) days from Hanover's receipt thereof. At Hanover's discretion, Vendor shall accept payment from or on behalf of Hanover via Electronic Funds Transfer

("EFT"). Payment by Hanover of any invoice(s) due hereunder by EFT shall not alter or extend the date upon which such payment is due and payable pursuant to this Agreement and/or the applicable Statement of Work.

Hanover reserves the right (a) to stop any single payment to be made via preauthorized EFT to Vendor and, in such event, Hanover agrees to inform Vendor of same, either orally or in writing (including without limitation by electronic mail), at least three (3) business days prior to the date on which the transfer is scheduled; and/or (b) to cease making payments to Vendor via preauthorized EFT and to make payments to Vendor via check or other alternative bank-to-bank transfer arrangement(s) and, in such event, a notice of change in the form of payment made to Vendor by Hanover will be communicated by Hanover to Vendor, either orally or in writing (including without limitation by electronic mail), not less than forty-five (45) days prior to the next payment due date.

In the event payments are made by Hanover to the Vendor via EFT in accordance with this Section 3 and (a) Vendor does not receive a preauthorized EFT payment on or before the due date thereof, or (b) Vendor receives an incorrect payment amount via preauthorized EFT, then Vendor will promptly notify Hanover of such non-payment or incorrect payment in order that Hanover may notify the applicable bank or other applicable third party of the error, and Vendor shall cooperate with Hanover and such bank or third party in a commercially reasonable manner in order to properly address such error, including without limitation by providing to the applicable bank or third party with reasonably detailed information with respect to the error.

Vendor shall provide Hanover, upon Hanover's request, with such reasonable instructions and/or information as may be necessary or desirable to effect EFT payments by Hanover hereunder. Such information may include, without limitation, Vendor's tax identification number, the name of Vendor's bank and the account(s) to which EFT payments should be paid (including without limitation account number(s), bank transit number(s), account type(s), etc.). Vendor may modify such instructions and/or information upon not less than forty five (45) days notice to Hanover. Vendor shall promptly complete and return to Hanover a commercially reasonable EFT authorization form or similar form provided by Hanover to Vendor.

- 3.2. Unless otherwise expressly set forth in an applicable Statement of Work, all travel and/or other out-of-pocket expenses in connection with Vendor's provision of Services hereunder shall be borne solely by Vendor.
- 3.3. In the event that (a) pursuant to an applicable Statement of Work, Section 3.2 hereof is not in effect, and (b) Vendor and/or such other person(s) who may provide any part or portion of the Services or who may enter upon the Hanover premises in connection with Vendor and/or Vendor's provision of the Services hereunder (each, a "Vendor Representative"), is required by Hanover to travel or otherwise incur out-of-pocket expenses, and (c) Hanover expressly approves such travel or incurring of expense, then Vendor shall invoice Hanover for those directly related expenses in accordance with Hanover's Travel and Expense Policy, a copy of which is attached hereto as Exhibit "A". Any and all such expenses shall be subject to review by Hanover, or the agents or employees of Hanover, of itemized detail and supporting receipt documentation with respect to such expenses, and to reasonable verification thereof. Unless otherwise expressly agreed by Hanover, Hanover shall not, and shall not be required to, pay or reimburse Vendor for any other travel or out-of-pocket expenses, including without limitation travel by Vendor, Vendor's employees, or any Vendor Representative to and/or from Hanover's location(s) in Worcester Massachusetts or Howell, Michigan, any non-itemized charges or expenses, or any unapproved or unverified expenses. Nor shall Hanover be required to pay or reimburse Vendor for any travel or other out-of-pocket expenses required to correct problems, errors, malfunctions or other similar matters or issues attributable to the act(s) or omission(s) of Vendor, its agents, servants, employees or representatives, including without limitation any act(s) or omission(s) in breach of this Agreement.

- 3.4. Unless otherwise expressly set forth in the applicable Statement of Work, Hanover will pay to Vendor all taxes that are measured directly by payments made under this Agreement and are required to be collected by Vendor or paid by Vendor to tax authorities. This provision includes sales, use and excise taxes but does not include Vendor's franchise taxes, taxes based on Vendor's income, or taxes from which Hanover is exempted by law. Hanover reserves the right to contest any tax. If Hanover should pay any such tax to Vendor and it is later held that such tax was not due, Vendor will promptly refund the amount thereof to Hanover together with interest on such refunded amount.

4. CONDITIONS

Hanover and Vendor agree that the following conditions shall apply with regard to this Agreement:

- 4.1. Vendor shall perform the Services through employees of Vendor. Vendor's employees shall perform all Services as employees of Vendor and shall not, in any manner whatsoever, be, or be construed to be, employees or agents of Hanover. Vendor's employees shall not be authorized to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of Hanover or to bind Hanover in any manner.
- 4.2. Vendor, as the employer of the Vendor's employees, shall be solely responsible for the timely payment of all wages, payroll deductions, FICA, federal, state or local withholdings and for other payroll taxes relating to or in connection with the Vendor's employees. Vendor expressly acknowledges and agrees that Hanover has no responsibility or liability whatsoever in connection with any wages, salary or benefits payable to, for, or on behalf of Vendor or any Vendor employee, and no such Vendor employee is entitled to any benefits or payments pursuant to or arising out of this Agreement. Without limiting the generality of the foregoing, Vendor is and shall be solely responsible for the timely payment of the employer's FICA, FUTA, workers' compensation, unemployment and/or other benefits relating to or in connection with the Vendor's employees. Vendor shall provide Hanover with such information, including without limitation Vendor's tax identification number, as Hanover may reasonably require with regard to the administration of this Agreement or items related hereto.
- 4.3. Vendor shall maintain (i) workers' compensation insurance with limits at least equal to statutory requirements, (ii) comprehensive general liability insurance, including, without limitation, personal injury coverage, with policy limits of not less than \$2,000,000, (iii) automobile liability insurance with policy limits of not less than \$1,000,000, combined single limit, (iv) fidelity bonding of at least \$1,000,000 for claims arising from fraudulent or dishonest acts on the part of any Vendor employee, (v) professional liability (errors and omissions) insurance of at least \$2,000,000 for each occurrence, and (vi) cyber liability insurance with policy limits of not less than \$2,000,000 for each occurrence. Any and all such insurance policies shall be underwritten by reputable insurer(s) which are reasonably acceptable to Hanover, are properly licensed to do business and have an A.M. Best rating of "A-" (IX) or better. Prior to Hanover's execution of this Agreement, and thereafter within ten (10) days from Hanover's request, Vendor shall provide to Hanover either (a) copies of all relevant insurance policies, or (b) Certificates of Insurance reasonably specifying the policies required hereunder. The policies of insurance required hereunder shall not be cancelable or subject to reduction of coverage except upon thirty (30) days notice to Hanover, and such policies shall be written as primary policies, not contributing with and not in excess of coverage carried by Hanover. No insurance required hereunder shall carry a deductible of more than \$25,000.
- 4.4. Vendor shall indemnify and hold Hanover harmless from and against any loss, cost, claim, damage and/or expense (including without limitation attorneys' fees and costs of suit) arising out of or from (i) the breach of this Agreement by Vendor or any agent, servant or employee thereof, including without limitation any employees of Vendor; (ii) any injury to any person (including death) or damage to property caused by or attributable to the act(s) or omission(s) of Vendor or any agent, servant or employee thereof; or (iii) any other act(s) or omission(s) of

Vendor or any agent, servant or employee thereof, except insofar as such loss, cost, claim, damage or expense is caused by the gross negligence or willful misconduct of Hanover.

- 4.5. In the event that any of Vendor's employees shall be in, on or about the premises of Hanover, such persons shall (a) comply with requests, rules, and regulations of Hanover regarding general safety and security practices or procedures (including the wearing of an identification badge or personal protective equipment), (b) be courteous and professional, and (c) otherwise conduct themselves in a professional and businesslike manner.

5. VENDOR'S PERSONNEL

- 5.1. Vendor hereby warrants, covenants and agrees that Vendor and/or Vendor's personnel, including without limitation all employees of Vendor, possess the requisite skill, capability and intellectual capacity to provide the Services.
- 5.2. Vendor will not reassign any of its personnel performing the Services hereunder without Hanover's prior written consent, which consent shall not unreasonably be withheld. Any additional retraining expense of Vendor's personnel as a result of reassignment of Vendor's personnel shall be borne solely by Vendor.
- 5.3. Upon Hanover's written request, Vendor will replace any of its personnel with a substitute acceptable to Hanover.
- 5.4. Vendor will have appropriate back-up personnel in order to perform the Services required hereunder.
- 5.5. Vendor's employees shall be personally interviewed by the Vendor's operational staff and a background check shall be required with respect to each Vendor employee and Vendor Representative. The aforementioned background check shall, at minimum, cover state, federal and county felonies and misdemeanors occurring within seven (7) years from the date the background check is performed, which date shall not be more than twenty-four (24) months prior to the commencement date of this Agreement. Only one (1) background check shall be required with respect to a particular Vendor Representative. In the event that a background check shall indicate the commission of a felony or misdemeanor by a Vendor Representative, then such Vendor Representative shall not be permitted to perform any part or portion of the Services OR enter upon any Hanover premises, and Vendor shall not allow any such performance or entry by the applicable Vendor Representative, unless and until (a) the Vendor shall have first notified Hanover, in writing, of all relevant information with respect to the offense(s) indicated by the background check for the Vendor Representative, and (b) Hanover, through its duly-authorized representative, shall have expressly consented to allow the applicable Vendor Representative to perform the Services or enter any Hanover premises, which consent may be withheld, refused or delayed at Hanover's sole discretion. Vendor, upon Hanover's request, shall supply Hanover with reasonable evidence with respect to the performance of the background checks required hereunder, and the results thereof.
- 5.6. Vendor will ensure that all of its personnel assigned to perform the Services are validated to have not been placed on any list published and maintained by the Government of the United States of America of persons or entities with whom any US person or entity is prohibited from conducting business, including without limitation the Denied Persons List maintained by the Bureau of Industry and Security and the Specially Designated Nationals and Blocked Persons List maintained by the Department of Treasury's Office of Foreign Assets Control.

6. CONFIDENTIALITY

- 6.1. As used herein, the term "Confidential Information" shall mean non-public information of Hanover that Hanover designates as confidential, or which, under the circumstances, ought to be treated as confidential. Confidential Information shall not include information that, at the date of disclosure to Vendor, is generally available to third parties, other than Hanover's agents,

servants, vendors, etc., or after such disclosure becomes generally available to the public, by publication or otherwise, other than by disclosure by Vendor or Vendor's Representative or by any source subject to an obligation of confidentiality. Confidential Information may be in any form, including without limitation written or printed text or documents, audio or video tapes, CD's or disks and computer disks or tapes, whether in machine readable or user readable form. Confidential Information shall include, without limitation, information relating directly or indirectly to the marketing or promotion of Hanover's products, the released or unreleased software or other programs of Hanover, Hanover's trade secrets, Hanover's business policies and/or practices, and any information received by or about third parties, including customers, clients, insureds or claimants, that Hanover is obligated to treat as confidential, specifically including without limitation any information that Hanover is obligated to keep confidential by contract or pursuant to any state or federal privacy laws, rules, codes or regulations, including without limitation, Public Law No. 106-102 (the "Privacy Laws").

"Personal Information" means the name, address, other contact information, financial account information, medical and health information, social security number, driver's license or non-driver identification card number, mother's maiden name, date of birth, passwords, biometrics, electronic serial number, personal identification number or code and/or any other account or policy information and other information and data that may be used to identify an individual. The Personal Information of Hanover's employees, agents, officers, contractors, suppliers and current, prospective and past customers, claimants, and policyholders (collectively "Related Individuals") is and shall remain the exclusive property of Hanover. The term "Confidential Information" includes Personal Information for purposes of this Agreement. In connection with the performance of its obligations under this Agreement, Vendor shall not collect Personal Information from Hanover's Related Individuals except that which is actively and knowingly provided by such Related Individuals and is reasonably required to perform the Services. With respect to Personal Information of Hanover's Related Individuals, Vendor shall comply with its obligations under the Privacy Laws and all other applicable privacy, security and data protection laws, rules and regulations of any applicable jurisdiction (including, without limitation, the U.S., Canada and European Union member countries, as applicable).

- 6.2. Vendor and Hanover hereby acknowledge and agree that, in providing sufficient information or access to Vendor to allow Vendor to perform in accordance with this Agreement, or otherwise allowing Vendor to perform as required hereunder, Hanover and/or its agents, servants, clients, insured's, customers or employees may disclose to Vendor, or Vendor may otherwise obtain or ascertain, Confidential Information. Accordingly, Vendor hereby agrees that Vendor will keep such information confidential and will prevent its unauthorized disclosure. Vendor shall not, nor shall Vendor permit any other person or party under Vendor's authority or control, including without limitation any Vendor Representative, to (a) make any unnecessary and/or additional copies of Hanover's Confidential Information; (b) allow any party other than Vendor to view, review or analyze the Confidential Information; (c) disclose any of the Confidential Information to any person whatsoever other than Vendor's employees on a "need to know" basis; or (d) utilize any Confidential Information except in the furtherance of the obligations and responsibilities specified hereunder, and for no other purpose(s) whatsoever, without, in each case, first obtaining the written consent of Hanover.
- 6.3. Vendor shall return any such Confidential Information in Vendor's possession to Hanover immediately upon (a) Hanover's demand, (b) the accomplishment of the purpose for which such Confidential Information is or was held or obtained by Vendor, or (c) the expiration or other termination of this Agreement. In the event of any breach or threatened breach by Vendor (or any of Vendor's agents, servants, principles, owners, affiliated persons or employees, including any Vendor Representative) of the covenants, agreements and/or conditions contained in this Section 6, Hanover shall be entitled to an injunction and/or other equitable remedy or remedies prohibiting such breach in addition to any other remedies available to Hanover in connection with such breach. Vendor acknowledges that any Confidential Information disclosed to or obtained or ascertained by Vendor is valuable, proprietary and unique to Hanover and that any

disclosure thereof by Vendor in breach of this Agreement shall result in irreparable harm to Hanover for which Hanover cannot be adequately compensated by monetary damages alone.

- 6.4. The agreements, covenants and conditions contained in this Section 6 shall survive the expiration or any earlier termination of this Agreement.
- 6.5. As used in this Section 6, the term "Vendor" shall be deemed to include the agents, servants and employees thereof and any Vendor Representative(s), as well as any approved subcontractors pursuant to this Agreement, if any. Vendor shall instruct any and all such agents, servants and employees, including, without limitation, any Vendor Representatives, to regard all information gained by each such person, as a result of the Services performed hereunder, as Confidential Information that is proprietary to Hanover and which is not to be disclosed to any person, firm, corporation or entity outside of the Hanover's organization.
- 6.6. Vendor shall be responsible for establishing and maintaining a commercially reasonable information security program that is comparable to the security standards applicable in the industry in which Vendor is engaged and which is designed to: (a) ensure the security and confidentiality of Hanover data, including without limitation Hanover's Confidential Information (collectively "Hanover Data"); (b) protect against any anticipated threats or hazards to the security or integrity of Hanover Data; (c) protect against unauthorized access to or use of Hanover Data; (d) ensure the proper disposal of Hanover Data; and, (e) ensure that all permitted subcontractors of Vendor, if any, comply with all of the foregoing. Without limiting the generality of the foregoing, Vendor shall establish and maintain, at minimum, the following security procedures and requirements: (i) Enterprise virus protection will be provided by Vendor and updated as appropriate; and (ii) Vendor will establish and maintain commercially reasonable security measures in connection with the Services and Hanover Data. Without limiting the generality of the foregoing, the following minimum security standards shall be applicable in connection with the Services and Hanover Data: (I) External connections to the Internet will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by or on behalf of Vendor, (II) Vendor will install and maintain industry standard firewalls regulating all data entering Vendor's internal data network from any external source and which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through, (III) Industry standard encryption techniques will be used, (IV) Vendor will establish and maintain commercially reasonable physical security measures, including appropriately securing data on one or more secure server(s), as applicable, in locked data cabinets within a secure facility, (V) Vendor will establish and maintain regular, industry-standard employee training regarding security and data recovery programs, and (VI) Vendor will undertake regular testing of its security and vulnerability systems and procedures. Vendor shall report any confirmed or suspected breach of Hanover Data to Hanover immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Vendor knows or reasonably believes a breach has or may have occurred. Notwithstanding the foregoing, however, if any such breach requires reporting to any governmental or quasi-governmental entity or body, whether under any state, federal, local or municipal law, rule, regulation or code, including without limitation the Privacy Laws, then Vendor shall report such breach to Hanover prior to or simultaneously with Vendor's reporting thereof to the appropriate governmental or quasi-governmental entity or body. Vendor's report shall identify: (v) the nature of the unauthorized access, use or disclosure, (w) the protected information accessed, used or disclosed, (x) the person(s) who accessed, used and disclosed and/or received protected information (if known), (y) what Vendor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (z) what corrective action Vendor has taken or will take to prevent future unauthorized access, use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by Hanover.

- 6.7. Vendor agrees that Vendor shall cause each and every employee of Vendor who performs Services pursuant to this Agreement, and any and all Vendor Representatives, to execute an agreement of confidentiality and non-disclosure with Vendor which contains confidentiality and non-disclosure terms substantially similar in content to those set forth in this Section 6, and no such terms shall be materially less restrictive than those contained herein. Vendor acknowledges that Vendor is liable to Hanover for compliance with such agreements of confidentiality and non-disclosure by Vendor's personnel and any Vendor Representatives.
- 6.8. In the event of a breach of this Agreement by Vendor, its agents, servants, or employees, whereby Personal Information is improperly disclosed, any costs or expenses incurred by Hanover in connection with (a) providing notification of the breach to applicable government agencies and to persons and/or parties whose information may have been disclosed or improperly used or accessed, (b) providing credit monitoring service to persons or parties whose information may have been disclosed or improperly used or accessed, and/or (c) operating a call center to respond to questions from persons or parties whose information may have been disclosed or improperly used or accessed, shall be considered direct damages.

7. PROPERTY RIGHTS AND WORK PRODUCT

Unless otherwise agreed upon in writing by the parties with respect to any specific item, Vendor agrees that all results of Services performed under this Agreement including but not limited to all deliverables, data, documentation, computer programs, work papers, tapes, files, formats and all other materials developed under this Agreement in connection with the Services ("Work Product") belong solely to Hanover as if Vendor had not been a party to their creation, authorship or development. Vendor hereby assigns to Hanover all rights (including patents, copyrights, trademarks, trade secrets, intellectual property, and other proprietary rights), title and interest of any kind and nature, whether now known or unknown, in and to all Work Product authored, created or otherwise developed under this Agreement. All Work Product shall be and remain the sole property of Hanover, and Vendor shall neither have nor retain any right, title or interest therein. Vendor shall execute such specific assignments or other instruments, and take such actions as Hanover may reasonably request, to enable Hanover to secure and perfect its rights in any Work Product. Vendor agrees that neither Vendor nor any party claiming through Vendor or Vendor's employees or Vendor Representatives, will make use of or disclose to others any Work Product or Hanover Confidential Information relating to the Work Product, other than in the performance of this Agreement and in accordance with the terms and conditions of this Agreement. Hanover will have the right to inspect and review any and all Work Product created under this Agreement at any time and Vendor will provide Hanover with immediate access to such Work Product, wherever located, upon request. If and to the extent that any pre-existing Vendor or third party rights, including software, are embodied in or are required to utilize the Work Product, Vendor hereby grants to Hanover and its subsidiaries and affiliates, for their benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free, paid-up right and license to (a) use, execute, reproduce, display, perform, modify, distribute copies of and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing in conjunction with Hanover's business and the business of Hanover's affiliates and subsidiaries. Any Work Product that is software will be free of any and all "disabling devices", "drop dead devices", "time bombs", "trap doors", "Trojan horses", "worms", computer viruses detectable by current industry standard means and copy protection mechanisms which may disable the Work Product. Any Work Product provided hereunder will not contain any authorization codes or disabling mechanisms which may prohibit access to the Work Product, any data base or other software. In the event that Vendor learns of a claim that any Work Product infringes upon the intellectual property rights of a third party, Vendor will have thirty (30) days from the time Vendor first learns of such claim to: (a) secure the right for Hanover to continue to use the Work Product, (b) modify the Work Product so as to make it non-infringing with no loss of functionality, or (c) provide Hanover with a functionally equivalent, non-infringing replacement. If none of these alternatives is made available to Hanover within the thirty (30) days, Hanover will return the Work Product to Vendor, and Vendor will refund the full amount paid for the Work Product if the return occurs within any time during the first year after acceptance of the Work Product, or a pro-rated amount for the following five (5) years thereafter, using straight line depreciation. Vendor's obligation to indemnify and defend Hanover as set forth herein extends to and includes any modified Work Product or replacement Work Product(s) provided to Hanover by Vendor to overcome any infringement

claims. The foregoing indemnification is in addition to any other indemnification obligations of Vendor under this Agreement, including without limitation in Section 4.4 hereof.

8. ASSIGNMENT

Neither party hereto shall assign this Agreement without the prior written consent of the other; provided, however, that Hanover may assign or transfer this Agreement, without notice to Vendor, to (a) a corporation or other entity into which or with which Hanover is merged or consolidated; (b) a corporation or other entity acquiring this Agreement and/or all or substantially all of the other property of Hanover and/or assuming all and/or substantially all of the liabilities of Hanover; or (c) a corporation or other entity with which Hanover is or may become affiliated. Vendor may, upon not less than thirty (30) days notice to Hanover, assign its right to payment hereunder.

9. COMPLIANCE WITH LAW

Vendor shall comply with all applicable laws, statutes, codes, rules, regulations and ordinances, including, by way of illustration and not limitation, all workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, employment discrimination and other employer/employee related matters, the Fair Labor Standards Act, the Williams-Steiger Occupational Safety and Health Act of 1970, the Americans with Disabilities Act of 1990, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. sections 9601 *et. seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 6901 *et. seq.*) the Family & Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, the Immigration Reform & Control Act of 1986, the Privacy Laws, and any similar applicable federal, state, local or municipal laws, statutes, codes, rules, regulations and/or ordinances, including those now or hereafter adopted or promulgated under such Acts. Vendor shall perform under this Agreement in such a manner as not to cause Hanover to be in violation of any such laws, statutes, codes, rules, regulations and/or ordinances. Without limiting the generality of the foregoing, Vendor represents and warrants that Vendor has implemented and maintains appropriate security measures to protect personal information consistent with the Privacy Laws. Unless otherwise expressly set forth in any Statement of Work, Vendor further represents and warrants that all Vendor Representatives, including without limitation all employees of Vendor, are and shall be authorized to work in the United States of America in accordance and in compliance with the Immigration Reform and Control Act (IRCA) and all other applicable acts, laws, codes, rules, statutes, regulations and ordinances. Vendor further represents and warrants that Vendor does, and will at all times during the term of this Agreement, have on file and in Vendor's possession, a valid, complete Employment Eligibility Form (Form I-9) for each Vendor employee. Vendor shall indemnify and hold Hanover, its agents, servants, employees, officers, directors and shareholders, harmless from and against any loss, cost, claim, damage and expense, of any kind or nature, incurred by Hanover and arising out of or from the breach or claimed breach of this section by Vendor, its agents, servants, officers, employees, subcontractors, or any Vendor Representatives.

10. BINDING ARBITRATION

The parties hereto, on behalf of themselves and their respective officers, directors, employees, agents, successors and assigns, hereby agree that if they cannot resolve any dispute or claim relating to, or arising out of, this Agreement (including but not limited to any dispute as to whether a particular matter must be arbitrated or any claim that a party was fraudulently induced into entering into this Agreement or any part of this Agreement), the dispute or claim shall be decided solely and exclusively by final and binding arbitration. The location of the arbitration shall be in Worcester, Massachusetts. The arbitration shall be in lieu of litigation in state or federal courts and in lieu of trial by judge or jury and shall instead be conducted by a J.A.M.S/ENDISPUTE panel. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction and the parties shall be entitled to use the courts to enforce the award. Notwithstanding the foregoing, any issues involving the protection or unauthorized use or disclosure of either party's Confidential Information, are subject to a request to a court of competent jurisdiction for immediate injunctive relief. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY** and agree that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge (without the use of a jury) sitting in a court of competent jurisdiction. This binding arbitration and jury trial waiver provision shall survive the

termination of this Agreement. This Section 10 shall survive any expiration or termination of this Agreement and shall continue to be enforceable in the event of the bankruptcy of a party.

11. GOVERNING LAW

The terms and conditions set forth herein, and all issues related to the subject matter thereof, will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without regard to any conflicts of law provisions.

12. TRAINING

Unless otherwise expressly set forth in any Statement of Work, Hanover shall not, and shall not be required to pay Vendor for any training and/or any applicable class fees for training that aid or support the Vendor in the performance of the Services hereunder, or otherwise.

13. NOTICES

Any notice required to be given to Vendor under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or by any other generally-recognized commercial delivery service which provides written evidence of receipt, to:

Verterim, Inc.
9 Queen Anne Road
Hopkinton, MA 01748
Attention: General Counsel

or such other address as Vendor from time to time may have designated by written notice to Hanover. Such notice shall be deemed to have been given when mailed by Hanover if mailed, or when received by Vendor if sent by commercial delivery service.

Any notice required to be given to Hanover under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or by any other generally-recognized commercial delivery service which provides written evidence of receipt, to:

The Hanover Insurance Company
Attention: Hanover Strategic Sourcing Office , MS S117
440 Lincoln Street
Worcester, MA 01653

or such other address as Hanover from time to time may have designated by written notice to Vendor. Such notice shall be deemed to have been given when mailed by Vendor if mailed, or when received by Hanover if sent by commercial delivery service.

14. ACCEPTANCE OF SERVICES

The Services performed by Vendor hereunder shall be subject to acceptance by Hanover prior to payment to Vendor for such Services. Acceptance criteria shall be based upon the highest industry and professional standards or as otherwise specified in an applicable Statement of Work. In the event that Hanover determines that any Services performed by any Vendor are incorrect, defective or otherwise unacceptable, Hanover shall not be responsible or liable for any charges or fees with respect to such Services, and any such charges or fees previously paid by Hanover to Vendor for such Services shall be promptly refunded from Vendor to Hanover.

15. WARRANTY

Vendor hereby represents and warrants to Hanover that (a) Vendor is a duly organized and validly existing corporation organized under the laws of the Commonwealth of Massachusetts; (b) Vendor has the full right, power and authority to enter into this Agreement, to grant to Hanover the rights granted herein and to

perform its obligations hereunder; (c) all rights transferred or granted to Hanover by Vendor hereunder, if any, are free and clear of all liens, claims, demands and encumbrances of any kind whatsoever; (d) this Agreement does not conflict with, result in a breach of, or constitute a default under any agreement, contract, instrument, order or decree to which Vendor is a party or by which Vendor is otherwise bound; (e) Vendor shall perform the Services in a professional and workmanlike manner in accordance with accepted standard practice by members of the same profession and the Services will be free of defects; (f) the Services shall conform in all respects to applicable laws, rules, regulations, codes ordinances and other legal requirements including, but not limited to, the Privacy Laws and Section 404 of the Sarbanes-Oxley Act; and (g) no employee, agent or representative of Hanover has been offered, shall be offered, has received, or shall receive, directly or indirectly, any benefit, fee, commission, dividend, gift, or consideration of any kind in connection with this Agreement, and neither Vendor nor any Vendor Representative will, at any time, offer gratuities or merchandise, cash, services or other inducements to the employees, agents or representatives of Hanover as consideration for any purchase or contract.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION IN SECTION 9 HEREOF, VENDOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. BOOKS AND RECORDS

Vendor shall keep reasonable and customary books and records regarding Services performed under this Agreement. Hanover, its agents, employees, auditors, attorneys or audit service providers (hereinafter, "Auditors") shall have the right to audit Vendor's books and records insofar as they pertain to Services performed under this Agreement from time to time, upon reasonable prior notice from Hanover to Vendor. Vendor shall grant the Auditors and any inspectors or agents from any regulatory body exercising jurisdiction over Hanover's business reasonable access to the facility where Vendor's records are maintained for the purpose of performing audits or inspections of Vendor for purposes of (a) confirming Vendor's performance of its obligations under this Agreement, (b) verifying the accuracy of invoices submitted by Vendor, (c) complying with the requests or requirements of any regulatory authority, or (d) achieving any other reasonable goal of Hanover. Hanover shall give Vendor reasonable prior notice with respect to any such audit or inspection. For purposes hereof, twenty four (24) hours prior notice of an audit or inspection shall be deemed reasonable. The expenses of such audits shall be borne by Hanover; provided, however, that Vendor shall promptly reimburse Hanover for the expense of any audit that discloses a discrepancy of five percent (5%) or more in favor of Hanover in amounts charged to and paid by Hanover. Vendor may implement reasonable procedures to protect the confidential information of other Vendor customers from disclosure to such Auditors. Vendor shall provide to such Auditors such assistance as they may reasonably require in connection with any such audit or inspection.

17. DELEGATION AND/OR SUBCONTRACTING

Vendor may not delegate or subcontract performance of all or any portion of the Services to any party without the prior written consent of Hanover being first received, which consent may be withheld, delayed or conditioned at Hanover's sole discretion. Vendor shall provide Hanover with any information reasonably requested by Hanover regarding any proposed subcontractor. Such information shall include the scope of the Services to be delegated or subcontracted, the experience, financial status and resources of the proposed subcontractor, the location of the proposed subcontractor, the location where the proposed subcontractor would perform the portion of the Services proposed, and Vendor's selection criteria for the proposed subcontractor. In addition, Vendor shall not disclose any Confidential Information of Hanover, including without limitation any information in connection with Hanover's customers, clients, insureds, employees, or claimants, to any subcontractor unless and until Hanover has expressly consented to such disclosure and such subcontractor has agreed in writing to protect the confidentiality of the same consistent with the confidentiality provisions contained in this Agreement. Vendor shall remain fully responsible for the timely and proper performance of the Services and all of its other obligations hereunder even if such obligations are delegated or subcontracted to any subcontractor, and for the compliance with this Agreement by any person or entity to which Vendor delegates or subcontracts any such obligation. None of the Services provided through Vendor to Hanover shall be provided by or subcontracted to any firm, person, corporation or entity which is a competitor of Hanover. Any Services provided through Vendor to

Hanover by an approved subcontractor shall be, in all respects, compatible with the Services required pursuant to this Agreement, and Hanover shall not be required to change, modify, or alter any of the Hanover's technical requirements, equipment, software, environment or procedures in order to obtain, receive, or access the Services solely because those Services are being provided by a subcontractor. Vendor's indemnity obligations shall apply to Services provided through Vendor to Hanover by a subcontractor as though such Services were provided by Vendor itself. Vendor shall enter into a written agreement with any subcontractor which may provide any part of the Services to be delivered to Hanover hereunder, including any such agreements as may be required by any laws, rules, regulations, statutes, codes or ordinances and Vendor shall reasonably cooperate with Hanover's efforts to satisfy itself that the interests of Hanover, its customers, clients, claimants and employees and their respective information, including without limitation any Confidential Information, are sufficiently protected. If Vendor chooses to perform any of the Services through one or more subcontractors, then Vendor shall remain solely responsible for the performance of such Services in the same manner as if such Services were to be performed directly by Vendor under this Agreement. No such retention by Vendor of any subcontractor shall serve, in any manner whatsoever, to limit, lessen, reduce, or otherwise modify the duty(ies), obligation(s), and/or liability(ies) of Vendor hereunder, including without limitation any duty to conform to, and/or to perform in accordance with, the applicable terms and conditions of this Agreement and all applicable laws, rules, regulations, statutes, codes and ordinances. No termination, failure or breach by any such subcontractor of any obligation to Vendor, or otherwise, shall be, or be construed in any manner to be, an exculpatory or mitigating factor for or in relation to any act or omission by, or attributed to, Vendor hereunder, and Vendor shall be solely responsible and liable for any act(s) and/or omission(s) by any such subcontractor to the same extent that Vendor would be responsible for such act or omission under this Agreement if such act or omission had been committed or omitted by Vendor itself. Any subcontractor delivering Services through Vendor to Hanover under this Agreement shall, at all times relevant to this Agreement, be, and shall be considered to be, a contractor, agent or subcontractor of Vendor, and shall, further, be bound by all of the applicable terms and conditions of this Agreement, including without limitation all terms and conditions relating to confidentiality, privacy, compliance, and compliance with applicable laws, rules, regulations, statutes, codes and ordinances.

18. DEFAULT

Any of the following shall constitute an "Event of Default" under this Agreement:

- (a) Any failure by Vendor, during the term hereof, to deliver Services in accordance with the terms and conditions of this Agreement, which failure continues for five (5) days from Hanover's notice thereof to Vendor;
- (b) Either party hereto is declared bankrupt or insolvent in accordance with applicable law (in such event, the bankrupt/insolvent party shall be considered the defaulting party);
- (c) Either party hereto makes an assignment for the benefit of creditors (in such event, the party making the assignment shall be considered the defaulting party);
- (d) A receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of all or a substantial part of the property of either party hereto by a court of competent jurisdiction (in such event, the party for which the appointment is made shall be considered the defaulting party);
- (e) A petition is filed for the reorganization of either party hereto under the provisions of the Bankruptcy Code or any state or federal law now or hereafter enacted (in such event, the party pertaining to which the petition is filed shall be considered the defaulting party);
- (f) Either party hereto files a petition for reorganization or rearrangement under, or otherwise avails itself of, the Bankruptcy Code or any federal or state law now or hereafter enacted providing a plan or other means for a debtor to settle, satisfy or extend the time for payment of debts (in such event, the party filing or availing itself of the same shall be considered the defaulting party);

- (g) The calling of a meeting of the creditors of either party hereto (in such event, the party whose creditors are called shall be considered the defaulting party);
- (h) Any failure by either party hereto to comply with any other material term, condition, or covenant contained in this Agreement, which failure continues for five (5) days from the non-defaulting party's notice thereof to the defaulting party.

Upon the occurrence of any Event of Default hereunder, the non-defaulting party shall have the option, at its sole discretion, to terminate this Agreement immediately upon notice to the defaulting party and to seek such damages pursuant to this Agreement and as may have been caused by or attributable the Event of Default.

19. SERVICES TRANSITION

In connection with the expiration or other termination of this Agreement in whole or in part for any reason, each party shall continue performing its obligations under this Agreement through the applicable expiration or termination date, and if Hanover has requested Services transition assistance at least ten (10) business days prior to the expiration or termination date, then Vendor shall reasonably assist Hanover, within such times as may be reasonably specified by Hanover, in (a) developing a plan for transferring and transitioning the expiring or terminated Services to Hanover or to a third party designated by Hanover, (b) identifying applicable personnel requirements, and (c) performing such other or additional services as Hanover may reasonably request in order to successfully complete the transition. Hanover and Vendor shall complete the Services transition as promptly as reasonably possible after Hanover requests transition assistance.

20. INFORMATION

Vendor shall provide to Hanover such information that Hanover may reasonably request regarding the Services. Vendor may modify its procedures for providing the Services from time to time as Vendor reasonably deems necessary, provided that Vendor shall coordinate with Hanover regarding, and shall obtain Hanover's prior written approval for, any such modifications that would not be transparent to Hanover in its business or operations, or would materially affect Hanover's business or operations.

21. DISASTER RECOVERY

Vendor shall develop and maintain a commercially reasonable disaster recovery and business continuity plan (the "Disaster Recovery Plan") and shall make such Disaster Recovery Plan available to Hanover upon request. Vendor shall promptly address any deficiencies in the Disaster Recovery Plan, if any, identified by Hanover. Vendor shall maintain and modify such Disaster Recovery Plan on an annual basis and otherwise as required. Vendor shall perform commercially reasonable disaster recovery testing and, in the event of a disaster, will promptly execute the recovery procedures set forth in, and in accordance with, the Disaster Recovery Plan to restore any affected Services.

22. PAYMENT DISPUTE

In the event that any dispute arises between the parties hereto regarding payment or non-payment by Hanover of amounts due or alleged to be due under this Agreement, Hanover may, at its discretion, deposit any disputed amount(s) in an interest-bearing escrow account established by Hanover in Hanover's name at a major national bank selected by Hanover pursuant to an escrow agreement that provides that the funds so deposited, including accrued interest, shall be disbursed to Vendor or Hanover, as applicable, only in accordance with the written instructions of Hanover or an arbitration decision binding on Vendor and Hanover. Hanover shall provide Vendor with written notice of any amount(s) deposited in the escrow account, including a reasonably detailed explanation of the reasons why such amount(s) are disputed. Amounts deposited in the escrow account shall be and remain the property of Hanover until so disbursed. After resolution of any dispute concerning amounts deposited in the escrow account, whether by mutual agreement of Vendor and Hanover or by an arbitration decision binding on Vendor and Hanover, any amount determined thereby to be due to Vendor with respect to that dispute, including accrued interest as agreed upon by the parties or awarded by such arbitral tribunal, shall be promptly paid to Vendor, and any

remaining portion of the amount deposited in the escrow account in connection with that dispute, including undisbursed accrued interest thereon, shall be promptly paid to Hanover.

23. GENERAL PROVISIONS

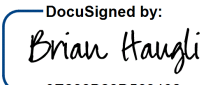
- 23.1. **Entire Agreement.** This Agreement, including all Schedules, Exhibits and/or addenda, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements of the parties in connection herewith.
- 23.2. **Enforcement.** In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any and all other provisions of the Agreement.
- 23.3. **Non-Waiver.** The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of that right in any other circumstances or a waiver of any other rights.
- 23.4. **Binding Obligation.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
- 23.5. **Publicity.** Vendor shall not (i) make any mention of this Agreement in any advertisement or promotional material; or (ii) issue or release any publicity statement or release concerning this Agreement or the Services provided, or to be provided, hereunder, without the written consent of Hanover being first obtained.
- 23.6. **No Agency.** The parties hereto are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.
- 23.7. **Non-Exclusivity.** This Agreement does not, and shall not be construed to, constitute an exclusive arrangement between Hanover and Vendor. Accordingly, Hanover shall be free to (a) purchase, rent, lease or otherwise obtain goods, products, and/or services of the kind, nature or type specified in this Agreement from vendors, sellers, manufacturers or brokers other than Vendor, and/or (b) perform services of the kind, nature or type specified in this Agreement by and/or for itself.
- 23.8. **Amendment.** This Agreement may not be modified or amended except by an agreement in writing signed by the parties hereto. No such amendment or modification to this Agreement will be valid or binding unless it is in writing and signed by the parties hereto.
- 23.9. **Headings.** The headings in this Agreement, including without limitation any sub-headings, are for convenience only and shall not be used to interpret or construe the provisions hereof.
- 23.10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 23.11. **Force Majeure.** Each party shall be excused from performance under this Agreement for any period and to the extent that such party is prevented from performing any action, in whole or in part, as a result of delays beyond such party's reasonable control, caused by the other party or by an act of God, act of war or terrorism, civil disturbance, court order, labor dispute, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.
- 23.12. **Exhibits.** The Exhibits attached hereto are hereby expressly made a part of this Agreement.
- 23.13. **Acknowledgment.** The parties hereto acknowledge that they have read this Agreement, understand the terms and conditions hereof, and have had an opportunity to review this Agreement

and to have this Agreement reviewed by counsel of their own choosing. Any rule of construction that ambiguities, conflicts or other contract matters are, or are to be, resolved against the drafting party shall not apply to this Agreement.

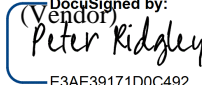
- 23.14. **Code of Conduct.** Vendor acknowledges that Hanover maintains a Code of Conduct, the text of which is available at www.hanover.com, and Hanover expects that all vendors, consultants, and service providers doing business with Hanover will generally conform to the ethical requirements set forth therein.
- 23.15. **Acceptable Use.** Hanover may, at Hanover's sole discretion, allow Vendor to access and/or use Hanover's network(s) and/or system(s) (collectively, the "Hanover Network"). If Vendor is granted access to and/or use of the Hanover Network by Hanover as aforesaid, any such access and/or use by Vendor of the Hanover Network, including without limitation any access and/or use of the Hanover Network by Vendor in order to access and/or use the Internet and/or electronic mail (email) services, shall be made and/or undertaken by Vendor subject to and in accordance with the Hanover Network Acceptable Use Policy for Vendor's (the "Network Policy"), a copy of which is attached hereto as Exhibit "B". Hanover expressly reserves the right (a) to revoke and/or suspend Vendor's access to and/or use of the Hanover Network at any time, with or without cause, and (b) to modify, supplement, and/or amend the Network Policy at any time, such amendment(s), supplement(s), and/or modification(s) to be effective upon written notice from Hanover to the Vendor. If Vendor does not agree with, or objects to, the Network Policy and/or any modification(s), supplement(s), and/or amendment(s) thereto, Vendor's sole and exclusive remedy shall be to cease any and all use of and/or access to the Hanover Network by Vendor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the day and year first above written.

The Hanover Insurance Company

By: 0E288B28D569402...
(Signed)
Brian Haugli
(Printed)
CSO
Title: _____
Date: Jan 16, 2019

Verterim, Inc

By: E3AE39171D0C492
(Signed)
Peter Ridgley
(Printed)
President
Title: _____
Date: Jan 15, 2019

DS
MV

EXHIBIT A

VENDOR TRAVEL AND EXPENSE POLICY

This guide contains a summary of the key aspects of Hanover's Vendor Travel and Expense Policy. This policy applies to travel for all vendors, consultants, temporary help and contract labor.

Use of Hanover's Preferred Travel Partners

Individuals traveling on Hanover company business should attempt to use Hanover's preferred travel partners (airlines, hotels, car rental firms and ground transportation companies) whenever feasible and cost effective.

Itemization and Receipts for Separate Expenditures

When submitting expense reimbursements, travelers must separately list and itemize each expenditure in excess of \$10, its date and description. Copies of itemized receipts must be provided for items greater than \$25.

Unless stated otherwise in the Agreement, external consulting firms are not reimbursed for general, non-itemized and allocated administrative charges for items such as photocopies, telephone system, computers, secretarial support and the firm's infrastructure charges.

Lodging and Meals

Since most travel is to our main hub sites at Worcester MA and Howell (Brighton) MI, Hanover has established daily lodging reimbursement limits based our rates at the preferred hotel vendors in these cities.

The preferred hotels in Worcester include: *Hampton Inn, Courtyard by Marriott, Hilton Garden Inn, and Holiday Inn Express*. The approved vendor lodging rate in Worcester shall not exceed \$120 per night plus applicable taxes. For Howell, MI the nightly rate shall not exceed \$100 plus applicable taxes.

When submitting reimbursement for travel to one of these hub sites, these are the maximum daily amounts that will be reimbursed for lodging. Any difference in rate would be considered a personal expense. Travelers must submit full copies of receipts for all incurred lodging expenses.

In those cities where Hanover has a negotiated or preferred rate and there is availability, travelers must use these facilities or a lower priced facility when they are available. If the preferred facility is unavailable, the traveler may choose an alternative.

Travelers will not be reimbursed for overnight lodging expenses relating to any business travel with destinations located within 70 miles of the office where they normally work.

For individuals staying in overnight lodging, Hanover will reimburse the cost of breakfast up to \$15, lunch up to \$20, and dinner up to \$35 per day. In no case are meal "per diems" reimbursable.

Air Travel (Domestic and International)

Whenever feasible, non-refundable airline tickets are to be used by all travelers. Tickets should be booked at least fourteen (14) days in advance to maximize fare savings, and the lowest cost flight alternatives should be to include selecting coach class, connecting flights, and alternate airport options.

Automobile Transportation

Hanover will reimburse at the then current IRS mileage reimbursement rate for the use of personal automobiles for Hanover company business. Parking and toll charges will also be reimbursed.

Rental cars may be used when other adequate transportation is not available. Individuals traveling alone are expected to request a compact or mid-size car. If two or more travelers are traveling together, a full-size car is acceptable. Luxury vehicles are not reimbursable.

Bus or van service between airports and downtown locations is typically less expensive than taxis and limo services, particularly where there is considerable distance involved. Where time permits, these lower-cost options should be used, unless mileage plus parking costs are less expensive.

The use of a car or limo service is permitted only when two or more travelers share the same vehicle and the resulting cost, on a per person basis, is less than an airport shuttle or mileage/parking reimbursement for two or more people. When traveling alone, travelers are expected to use their own vehicle or a bus/van service.

Expenses in Foreign currency

All expenses should be claimed in US Dollars. If expenses are incurred in a foreign currency, the exchange rate used to convert the expense to US Dollars must be quoted in the reimbursement request.

EXHIBIT B

HANOVER NETWORK - ACCEPTABLE USE POLICY FOR VENDORS

The Hanover Network is the property of Hanover. Vendor may be granted access by Hanover to the Hanover Network in order to allow Vendor to access the Internet and/or utilize electronic mail (email) services for business-related purposes, such as communicating with co-workers, customers and suppliers; researching relevant business-related topics; and obtaining other business-related information. Any access to and/or use of the Hanover Network shall be subject to and shall be undertaken in accordance with this Hanover Network – Acceptable Use Policy for Vendors (this “Network Policy”).

Personal Use

While Vendor employees may occasionally use the Hanover Network to access the Internet and/or email services for personal use, they must do so on their personal time, and such usage must not be excessive. Under no circumstances may they access Web sites or send emails containing offensive, sexual or other inappropriate content. Moreover, they may not use or access the Internet or technology network, including without limitation the Hanover Network, in any manner to annoy, harass or offend others. This includes, but is not limited to, co-workers; agents; vendors; Hanover employees, agents, servants, insureds, claimants, and/or customers; and/or other business associates.

Examples of Unacceptable Use

Examples of unacceptable Internet, email, technology network, and/or Hanover Network usage include, without limitation:

- Using resources in a wasteful manner, such as streaming Internet music and video;
- Accessing inappropriate Web sites (e.g. pornography, racially discriminatory content, gender discriminatory content);
- Sending emails containing confidential and/or proprietary information to unauthorized recipients; and/or
- Sending emails with inappropriate content (e.g. pornography, racially discriminatory content, gender discriminatory content)

Hanover’s Right to Monitor

Hanover has the right to monitor Internet, email and other usage of, by or through the Hanover Network. There should be no expectation of privacy regarding the use of the Hanover Network.

Revocation

Hanover expressly reserves the right to revoke and/or suspend Vendor’s access to and/or use of the Hanover Network at any time, with or without cause.

Modification

Hanover expressly reserves the right to modify, supplement, and/or amend this Network Policy at any time, such amendment(s), supplement(s), and/or modification(s) to be effective upon written notice from Hanover to the Vendor. If Vendor does not agree with, or objects to, this Network Policy and/or any modification(s), supplement(s), and/or amendment(s) hereto, Vendor’s sole and exclusive remedy shall be to cease any and all use of and/or access to the Hanover Network by Vendor.