

PENNIE BROKER TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (“Agreement”) is entered into between the Pennsylvania Health Insurance Exchange Authority d/b/a Pennie® (“Pennie”), a state-affiliated entity established within the Commonwealth of Pennsylvania pursuant to the Health Markets Oversight Act, Act 42 of 2019, 40 Pa.C.S. §§ 9301-9314, and the producer, broker, agent, individual, entity, or other approved person entering into this agreement as a producer (“User”) certified to conduct sales of health insurance products through the health insurance exchange operated by Pennie (“Exchange”).

RECITALS

- A. Pennie owns and uses the name(s) and/or trademark(s) and/or registered trademark(s) set forth in Exhibit A (collectively referred to as the “Marks”), in connection with Pennie maintaining the Exchange in the Commonwealth of Pennsylvania;
- B. User desires to use the Marks in connection with its business operations, which includes offering for sale to Commonwealth citizens health insurance products found through the Exchange;
- C. Pennie is willing to permit such use of the Marks in accordance with the terms and conditions set forth in this Agreement only; and
- D. Only the Marks identified in Exhibit A are permitted to be used by User. This agreement in no way authorizes User to utilize any other Pennie marks except the Marks identified in Exhibit A.

NOW, THEREFORE, the parties agree as follows:

- 1. Ownership of Rights. User acknowledges and agrees that Pennie is the sole and exclusive owner of all rights, title, and interest in and to the Marks, as well as any derivatives of the Marks, and all rights relating to the same are expressly reserved by Pennie. User further acknowledges that Pennie is the owner of any trademark applications and/or registrations thereto, agrees that it will do nothing inconsistent with such ownership, and agrees that all use of the Marks by User will inure to the benefit of Pennie.
- 2. Grant of License. Pennie grants to User a limited, royalty-free, nontransferable, nonexclusive license, with no right to sublicense, to use the Marks solely in conjunction with the advertisement and sale of health insurance products through the Exchange. User may only use each of the Marks as a whole and must not separately use any element or elements of the Marks or edit the Marks in any way.
- 3. Proper Use. User agrees that all use of the Marks must only occur in connection with the sales of health insurance products through the Exchange and must be in strict compliance with the terms of this Agreement. User agrees not to use any

other trademark in combination with the Marks set forth in Exhibit A. User expressly acknowledges that it has no right to sublicense, transfer, or assign the use of the Marks or use the Marks for any other purpose other than the purpose described herein and that it has no ownership rights in the Marks. User may not use the Marks in connection with, or for the benefit of, the sale of any product outside of those sold on the Exchange. User further agrees not to use the Marks on or in connection with any products or services that are or could be deemed by Pennie, in its sole judgment, to be obscene, pornographic, disparaging of Pennie or its products or services, or otherwise in poor taste, or that are themselves unlawful or whose purpose is to encourage unlawful activities by others.

4. Quality Control. User agrees that goods or services associated with the Marks will be of high quality, and that User will conduct itself in a manner so as to preserve the goodwill associated with the Marks, will not do anything that would damage or depreciate such goodwill, and will cooperate with Pennie in taking such actions as are reasonably necessary or desirable to ensure quality compliance, as may be reasonably specified by Pennie from time to time. User must provide copies of labels, advertising and promotional materials, and other signage or uses of the Marks for review by Pennie in a timely manner upon Pennie's request. If Pennie, in its sole discretion, determines that User is using the Marks improperly, and/or in connection with services which do not meet the standards set forth in Section 3, Pennie will notify User, and User must remedy the improper use within two (2) business days following receipt of such notice. Use of the Marks in a manner inconsistent with this Agreement, or in connection with an infringement of Pennie's or a third party's rights, including, but not limited to, rights under trademark, patent, trade secret, or copyright laws, will constitute material breach of this Agreement. If User has not cured such material breach within two (2) business days following receipt of notice from Pennie, Pennie will terminate this Agreement. User specifically acknowledges that it has no right to challenge Pennie's determination of how User is using the Marks.
5. Term. This Agreement will be deemed effective as of the date of the execution of this Agreement, and will expire at 11:59 p.m. (Eastern Standard Time or Eastern Daylight Time, as applicable), 365 days after its execution (the "Term"). The parties may renew this agreement for additional yearly periods upon mutual written agreement.
6. Termination. This license will continue for the entirety of the Term, unless otherwise specified in this section or in the event of a breach as set forth in Section 4. Pennie may also terminate this license at any time for any reason or no reason by providing two (2) business days' written notice to the User. Upon termination of the Agreement, User agrees that it must immediately cease any and all use of the Marks.

7. Consideration. User recognizes that the promises it has made in this Agreement will, henceforth, be detrimentally relied upon by Pennie in choosing to continue or commence a business relationship with User.
8. Responsibility for Marks. User will be solely responsible for and assume all costs and liabilities related to the quality of the licensed products and services bearing the Marks and conformance of use of Marks with all applicable laws, rules, regulations, and standards related to marketing, copyright, and trademark. User will be solely responsible for the payment and discharge of any taxes or duties relating to any transactions of User in connection with the manufacture, use, or distribution of items containing the Marks.
9. Indemnification. User will hold the Commonwealth and Pennie harmless from and indemnify the Commonwealth and Pennie against any and all third-party claims, demands, and actions based upon or arising out of any activities performed by User and its employees and agents under this Agreement, provided the Commonwealth gives User prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to User, the Commonwealth will cooperate with all reasonable requests of User made in the defense of such suits. To the extent that User becomes aware of a suit against it arising from and concerning the Marks, User must notify Pennie within forty-eight (48) hours of the notice.

Notwithstanding the above, User will not enter into any settlement without the Commonwealth's and Pennie's written consent, which must not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow User to control the defense and any related settlement negotiations.

Pennie will have no liability arising out of User's use of the Marks during the term.

10. Remedies in the Event of Breach. User hereby recognizes that irreparable harm will result to Pennie, and to the business of Pennie, in the event of a breach by User of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained herein, Pennie will be entitled to enjoin and restrain User from any continued violation. User must reimburse and indemnify Pennie from actual losses incurred as a result of User's breach, including Pennie's reasonable attorneys' fees, expenses, and costs that were reasonably incurred as a proximate result of User's breach. The remedies contained in this Section must be in addition to, not in lieu of, any action for damages and/or any other remedy Pennie may have for breach of any part of this Agreement, or which may be available to Pennie at law or in equity.

11. Disclaimer of Joint Venture. Nothing in this Agreement will be construed as creating a joint venture, partnership, agency, or employment relationship between the parties. Except as specified herein, neither party will have the right, power, or implied authority to create any obligation or duty, express or implied, on behalf of the other party.
12. Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability will not affect any other term or provision and this Agreement will be interpreted and construed as if such term or provision, to the extent the same will have been held to be invalid, illegal or unenforceable, had never been contained in this Agreement.
13. Integration. This Agreement represents the entire understanding between the parties to this Agreement with respect to the subject matter of this Agreement and this Agreement supersedes all previous representations, understandings, or agreements, oral or written, between the parties with respect to the subject matter of this Agreement and cannot be modified except by a written instrument signed by the parties to this Agreement.
14. Headings. The headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.
15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and shall have the full force and effect as an original but all of which shall constitute one and the same instrument.
16. Applicable Law. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania.
17. Ambiguity. Any ambiguity in this Agreement will be resolved to permit Pennie to comply with federal and state law with respect to defending its Marks.
18. Sovereign Immunity. Nothing in this Agreement will constitute a waiver by the Commonwealth or Pennie of sovereign immunity for itself or its Board of Directors, employees, assignees, or contractors.
19. Ambiguities Not Held Against the Drafter. This Agreement having been freely and voluntarily negotiated by all parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision will be inapplicable to this Agreement.
20. Electronic Signature. **This Agreement has been approved as to form and content by the Commonwealth of Pennsylvania. No signatures by the Commonwealth will be affixed to this agreement, nor will any wet handwritten signature be required for this Agreement to be legally enforceable**

notwithstanding a contrary requirement in any law or regulation. By attesting to this Agreement electronically, you are attesting that you that you have read and accepted this Agreement, you are entering into a binding Agreement with Pennie, the affirmation of which will be considered your electronic signature as to the date and time you made such affirmation. By selecting the “I Accept” button, you are signing this Agreement electronically. You agree that your electronic signature is the legal equivalent of your wet signature on this Agreement. By selecting “I Accept” you consent to be legally bound by this Agreement’s terms and conditions. You further agree that your use of a keypad, mouse, or other device to select an item, button, icon, or similar act/action, or to otherwise access or make any transaction regarding any agreement, acknowledgement, consent terms, disclosures, or conditions constitutes your signature (hereafter referred to as “E-Signature”), acceptance, and agreement as if actually signed by you in writing. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature on this Agreement or any resulting contract between you and Pennie. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E-Signature in accessing the Exchange Platform constitutes your agreement to be bound by the terms and conditions of this Agreement, any policies and procedures adopted by Pennie, and federal and state law.

By accepting your affirmation or otherwise certifying that you use the Marks, Pennie has electronically agreed to the terms of this Agreement. The promulgation of this Agreement will constitute the necessary legal signatures on this Agreement.

The parties hereby agree not to contest the validity or enforceability of this Agreement executed electronically, or acknowledgment issued electronically, under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine agreement or acknowledgment executed or issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in paper form. Neither party will contest the admissibility of copies of a genuine agreement or acknowledgments under either the business records exception to the hearsay rule or the best evidence rule on the basis that the agreement or acknowledgment were not in physical form or wet, handwritten signed by the parties. An agreement or acknowledgment will be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.