PLAIN ENGLISH
ALEX SUBSCRIPTION AGREEMENT
March 28, 2022

Arlington County Government ("You") want the right to access and use the ALEX® software platform ("ALEX"). The Jellyvision Lab, Inc. ("Jellyvision" or "We") wants to provide You with a subscription to ALEX. So here is our deal:

1. **How do I order ALEX?** The scope and features of Your ALEX will be specified in a work order (an "Order"), along with (a) the fee for the subscription and any customizations, and (b) the subscription period (the "Term").

2. **When do I get ALEX?** Configuration of Your ALEX will occur as specified in the Order. Jellyvision must provide deliverables on specified dates, and You must provide information, feedback, and approvals on specified dates.

3. **What do I pay for ALEX?** Within 30 days of receipt of an invoice as specified in an Order, You'll pay Jellyvision the fees set forth in that invoice. If You don't pay the fees on time, You'll pay interest at a rate of 1.5% per month. You will also be responsible for any and all taxes, however designated, that are levied or based on the Agreement or any Order except for taxes based on the net income of Jellyvision.

4. **What if I want to change ALEX?** If You desire to modify ALEX beyond what is specified in an Order, such modification will be mutually agreed upon in a change order which will specify the scope, fees, and schedule for that modification.

5. **Who owns what?** Jellyvision owns ALEX and any suggestions you may have for improving ALEX. You own your logos and plan information, and license those to us only for use within your ALEX.

6. **How long can I use ALEX?** Jellyvision shall make ALEX available to You for the Term, as set forth in the applicable Order. Either You or Jellyvision may terminate this Agreement if the other is in material breach where such material breach is not cured within 10 business days of notice. You may terminate this Agreement without cause, but all fees under any Order remain owed to Jellyvision.

7. **Will secrets be kept secret?** Each of us will use non-public information obtained from the other under this Agreement only for purposes of this Agreement and will not disclose such information to any third parties. Jellyvision may also share future product ideas with You, which are Jellyvision's confidential information.   All non-public information regarding Your benefits plans is Your confidential information and will not be used or disclosed by Jellyvision except as necessary to provide ALEX to You. Having said that, You acknowledge that Jellyvision utilizes aggregated and deidentified data compiled from subscribers' benefit plan data and use of ALEX to improve ALEX and provide market research and insights to third parties. But neither You, Your end users, nor Your plan data can be identified from such aggregated and deidentified data.

8. **What if there's a problem that can't be resolved by talking it out?** This has never happened before for ALEX, but in the unlikely event that it does, there are two types of problems that could occur: a squabble between us or a claim by a third party. Each is addressed in turn below, followed by our compensation obligations to each other:

a. **Between us**. This Agreement is governed by the laws of Illinois, but not its choice of law rules. Any dispute under this Agreement shall be resolved in a court in Chicago, Illinois, and each party consents to personal jurisdiction there. In the event litigation is brought concerning this Agreement, the prevailing party shall be paid its attorneys' fees, costs, and expenses by the other side.

b. **Compensation Obligations.** Each of Your and Jellyvision's total additional compensation obligations under this Agreement will not exceed the amounts You paid or were invoiced for the 12 months before a claim. Additionally, neither of us has any compensation obligation for consequential (including lost profits and loss of goodwill), punitive, incidental, indirect, or exemplary losses.

9. **What warranties does Jellyvision provide?** Jellyvision makes two core promises. First, ALEX will substantially conform to the specification in an applicable Order. Second, ALEX will not infringe anyone else's intellectual property enforceable in the United States. Except for those two core promises, ALEX is software, and it is provided "as is," with all faults and without additional warranties.

10. **What is the relationship between us?** We are independently contracting parties and are not in any other relationship including, without limitation, that of joint venturers, partners, joint employers, or principal and agent.

11. **This Agreement and any Order govern our relations – what about end users?** The relationship between Jellyvision and end users is spelled out in our customary Terms of Service (see www.jellyvision.com/tos). The Terms of Service do not modify anything in this Agreement; rather the Terms of Service specify the rights and obligations of Jellyvision and end users to one another.

12. **Force Majeure**. [By the way, that is French for "superior force" – lawyers use it to mean something like "act of God."] Neither party shall be in default hereunder for any cessation, interruption, or delay due to causes beyond its reasonable control.

13. **Survival.** Any section that a party would reasonably believe should survive, shall survive expiration or termination of this Agreement or any Order.

14. **Anything else?** This Agreement, including its Orders signed by the parties, forms the entire agreement between us and supersedes all other agreements between us about ALEX. If a conflict exists between terms of this Agreement and those of any Order, the Order will control. This Agreement may not be modified except in writing signed by the parties.

Our signatures below mean we both agree to what is in this Agreement.

Arlington County Government

Signature _Sharon Lewis_
DocuSigned by:
C4DE3DF7EC1D421...

Title_Purchasing Division Chief_

Date _4/13/2022_

Address:
Clarendon Blvd

Arlington, VA 22201

The Jellyvision Lab, Inc.

Signature _____
DocuSigned by:
A1E37EBD9CD94CF...

Title_General Counsel_

Date _4/13/2022_

Address:
848 W. Eastman, Suite 104
Chicago, IL 60642

alex®

ORDER #002

Truly, it gives The Jellyvision Lab, Inc. (''Jellyvision'') joy and we are proud to have Customer (as defined below) as a subscriber on the ALEX® platform (''ALEX'' or ''Software'') under the Agreement (as defined below). This Order under that Agreement, including the Standard Order Terms and Conditions attached hereto, is effective as of the date last signed below (the "Effective Date").

CUSTOMER: Arlington County Government

AGREEMENT: ALEX Subscription Agreement dated as of 03/28/2022

ALEX APPLICABLE DATES:

"Sign-By Date": 04/15/2022   "Launch Date": 05/13/2022   "Expiration Date": 12/31/2022

SOFTWARE SUBSCRIPTION AND TOTAL FEE:

The Total Fee is based on 3,754 benefits-eligible employees.

SOFTWARE SUBSCRIPTION	FEE
ALEX Advanced	$83,750
Customizations	$8,400
TOTAL FEE	**$92,150**

INCLUDED FEATURES:

☒ ALEX Chat
☐ ALEX Go
☐ ALEX ID
☒ Retirement Decision Support

Any feature not elected at time of contract may be elected by Customer in writing prior to the Release 1 deliverable. The implementation schedule will be adjusted accordingly.

FEES:

The Total Fee will be invoiced upon execution of this Order and subject to the payment terms of the Agreement.

URLS: Users will access:
- ALEX via a URL determined by Jellyvision, with the following format: https://www.myalex.com/arlingtonva

Our signatures below mean we both agree to what is in this Order. Jellyvision is truly grateful that Customer is a part of the ALEX family.

Arlington County Government

Signature: *Sharon Lewis*
DocuSigned by:
C4DE3DF7EC1D421...

Name (Print): Sharon Lewis

Title: Purchasing Division Chief

Date: 4/13/2022

The Jellyvision Lab, Inc.

Signature: *Oscar Romero*
DocuSigned by:
A1E37EBD9CD94CF...

Name (Print): Oscar Romero

Title: General Counsel

Date: 4/13/2022

STANDARD ORDER TERMS AND CONDITIONS

1. **SUBSCRIPTION TERM:**

   Customer's subscription to ALEX continues in full force and effect until the Expiration Date (the "Subscription Term").

2. **SIGN-BY DATE:**

   The pricing for this Order is valid through the Sign-By Date. Customer execution after the Sign-By Date may be subject to additional fees.

3. **ALEX LAUNCH:**

   Based on the Sign-By Date, Jellyvision will launch ALEX on the Launch Date ("ALEX Launch"). The ALEX Launch will include the features Customer selects prior to implementation kick-off. A detailed implementation schedule with due dates for both Jellyvision and Customer deliverables will be provided as a separate document during implementation.

4. **EXHIBITS:**

   Customizations (if any) and Workarounds (if any) are listed in Exhibit 1.

   Product and technical specifications are available at https://www.jellyvision.com/specifications. To view this page, use the password "benefits4ever". Jellyvision may update these specifications from time to time, so long as such updates do not materially degrade ALEX.

5. **ADDITIONAL TERMS FOR ALEX:**

   Plan Analysis and Compatibility…
   - Customer's plans presented in ALEX for the prior Subscription Term are compatible with ALEX (the ''Existing Plans''). Customer represents that its plans to be presented in ALEX are not materially different from the Existing Plans; recognizing that, if this assumption is incorrect or if additional plans are introduced at a later date, the fees, milestones, and other terms herein will change commensurate with the additional work Jellyvision must undertake related to such incorrect assumption. So what changes would be materially different? Any change to Customer's plans outside of standard plan design elements (e.g., coverage levels, deductibles, or out of pocket maximums).

   ALEX URLs…
   - A fee will apply if Customer requests a different URL after the start of implementation.

   ALEX ID…
   - ALEX ID remembers your people, creating a streamlined, personalized experience during onboarding, open enrollment and beyond.
   - An ALEX ID is created when employees access ALEX through SSO or submit their email address to ALEX. Jellyvision collects and stores their name (optional), email, phone number (optional) and password. If SSO is enabled or a social login (such as Google Sign-On) is used Jellyvision does not store their password.
   - We'll also store information generated from their interactions with the ALEX platform in order to provide intelligent recommendations via email, text or in-platform notifications.

ALEX Implementation Releases…

- As applicable based on Customer's subscribed-to ALEX products, the following governs the applicable number of releases:
    - ALEX Benefits Counselor includes up to 4 Releases for implementation.
    - Benefits Sneak Peek video includes 1 Release for implementation.
    - New Hire Sneak Peek video includes 1 Release for implementation.
- Jellyvision utilizes the release process for Customer review and approval of ALEX prior to launch, as follows: a "Release" is a draft of the Software that Jellyvision presents to Customer via a testing URL, along with documentation verifying the data that Jellyvision entered into the back-end system used to build ALEX. Customer provides feedback on each Release, including any corrections or revisions, typically within 3-4 business days after Jellyvision provides each Release, then final approval for the ALEX launch, as specified in the implementation schedule.
- Subject to Customers approval, Customer may pay $5,000 ("Additional Customer Release Fee") for each release delivered in excess of those set forth above on a per feature basis.

EXHIBIT 1

CUSTOMIZATIONS & WORKAROUNDS

CUSTOMIZATIONS
- Relevant customizations delivered as part of prior year subscriptions will be carried over from Customer's existing ALEX. The spirit of the customizations will be preserved, but execution of the customizations may vary depending on how the specific edits apply to ALEX. Any new edits to script (host audio and/or on-screen text) outside of the existing customizations are subject to additional customization fees.

There is an annual fee each time customizations are applied to future Subscription Terms.

WORKAROUNDS
- Relevant workarounds delivered as part of prior year subscriptions will be carried over from Customer's existing ALEX. The spirit of the workarounds will be preserved, but execution of the workarounds may vary depending on how the specific edits apply to ALEX.