UNDERGROUND ELEPHANT, INC.

ALLSTATE LEAD MARKETPLACE TERMS OF SERVICE

THIS UNDERGROUND ELEPHANT, INC. AGREEMENT (this "Agreement") is entered into between the undersigned (the "Agent") and Underground Elephant, with its corporate office at 600 B Street., Suite 1300, San Diego, CA 92101("Allstate Lead Marketplace", Underground Elephant and Agent, each a "Party", and together, the "Parties") once the Agent submits the Allstate Lead Marketplace Account Registration form.

WHEREAS Allstate Lead Marketplace and Agent have entered into this Agreement for the purpose of implementing an Allstate Lead Marketplace lead generation service for Agent. Allstate Lead Marketplace will collect information provided by vendors about individuals that have an interest in Agent's product(s) or service(s) (a "Consumer"). In consideration of the mutual promises and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

1. ALLSTATE LEAD MARKETPLACE RESPONSIBILITIES AND OBLIGATIONS.

- (a) Pursuant to the terms of this Agreement, Allstate Lead Marketplace agrees to supply to Agent, through placement in Agent's online account (the "Account"), certain information ("Leads") by consumers who have requested an insurance and/or other product quote in geographic areas specified in Agent's Account profile ("Consumer"). Allstate Lead Marketplace reserves the right to update and/or change its strategy used to collect Consumer information at any time during the Term of the Agreement. The Consumer information to be provided by Allstate Lead Marketplace to Agent such as name, address, email address, etc. ("Required Fields") shall be mutually agreed upon by Agent and Allstate Lead Marketplace in writing at the beginning of the Term of this Agreement and may be changed from time to time in writing as provided for in the Agreement. A "Lead" is defined as an electronic form containing required fields ("Required Fields") completed by an individual (a "Customer") that is requesting information about Agent's product(s) or service(s). Allstate Lead Marketplace may, in addition to the delivery of Leads to Agent's Account, deliver Leads to Agent via email or by transmission into Agent's customer relations management platform ("CRM") database or similar system if the parties mutually agree. Although Allstate Lead Marketplace will use commercially reasonable efforts to supply Leads to Agent via such alternate delivery method, for the avoidance of doubt Allstate Lead Marketplace is not responsible for Leads not delivered to Agent's e-mail account or other alternate system for any reason (including, without limitation, due to downtime of any such alternate system), and no credits or refunds will be issued for any such Leads that are placed in Agent's Account but not received by Agent for whatever reason via any requested alternate delivery method.
- (b) Allstate Lead Marketplace will retain ownership of all Leads. Agent acknowledges and agrees that (i) Agent is being granted a limited, non-exclusive right hereunder to use the Leads provided for the sole purpose of promptly contacting the Consumer and providing the Consumer with the requested insurance quote and/or other requested product information; (ii) Allstate Lead Marketplace does not guarantee that any minimum quantity of Leads will be provided to Agent, and the number of Leads provided hereunder will vary depending on numerous factors; and (iii) Allstate Lead Marketplace has no obligation to provide any Leads to Agent, including Leads that may satisfy all of Agent's specifications regarding acceptable

Leads. For the avoidance of doubt, (x) except as expressly contemplated in this Agreement, Agent will not use any Lead to quote, market or sell any non-insurance products or services and will not disclose, sell, transfer, assign or furnish any Lead acquired hereunder to any third party; and (y) all Leads provided hereunder are provided on a non-exclusive basis, and Agent acknowledges and agrees that Leads and other data provided by Allstate Lead Marketplace hereunder may be provided by Allstate Lead Marketplace to other third parties that compete with Agent.

2. AGENT'S RESPONSIBILITIES AND OBLIGATIONS.

- (a) Agent shall be responsible for initiating contact with and paying for all Leads supplied to Agent's Account. Agent agrees to initiate contact with each Lead within five (5) business days of the Lead's placement in Agent's Account to (i) verify the accuracy of the information provided by such Consumer to Allstate Lead Marketplace, and (ii) provide the Consumer with the requested insurance quotation and/or other product information. Agent is solely responsible for independently verifying all Leads and Consumer information for accuracy and for exercising due and reasonable care in dealing with and contacting Consumers and prior to issuing quotations or any other information or writing any insurance policy. Agent further agrees to provide quotes only from those insurance underwriters or carriers for which Agent is authorized and/or licensed to sell insurance.
- (b) Agent acknowledges that it has read Allstate Lead Marketplace's privacy policy located at http://www.AllstateLeadMarketplace.com/privacy-policy (the "Privacy Policy") and Allstate Lead Marketplace's Terms of Service located at http://www.AllstateLeadMarketplace.com/terms-of-service/ (the "Terms of Service"). Agent agrees to comply with the Privacy Policy and the Terms of Service, each may be amended from time to time. In the event of any conflict between this Agreement, the Privacy Policy and the Terms of Service, the terms and provisions of this Agreement shall govern. Allstate Lead Marketplace will use reasonable efforts to notify Agent by e-mail of any amendment to the Privacy Policy or Terms of Service at least ten (10) days prior to the amendment, and Agent will thereafter be bound by any such amendment, regardless of Agent's failure to read or receive any such e-mail for any reason, subject to Agent's right to terminate this Agreement in accordance with this Agreement. Agent agrees that it will use its best efforts to maintain the privacy of and protect the personal and confidential information of each Consumer. Agent further agrees to permanently delete or remove from its records or database all personal identifiable information regarding any Consumer within 180 days of the delivery of the associated Lead to Agent's Account, unless Agent establishes a contractual relationship with any such Consumer.
- (c) Agent agrees to comply with all federal, state, local and industry laws, rules, regulations and requirements applicable to Agent or Agent's business, including, without limitation, (i) as may be applicable to the use, unauthorized access, confidentiality and security of Leads, and procedures relating to the foregoing, (ii) all laws concerning the international transfer of Leads, (iii) all applicable laws concerning e-mail marketing and telemarketing activities, (iv) all applicable consumer information laws and truthful and fair business practices, and (v) all laws regarding the offer and sale of insurance products, including obtaining and maintaining any and all licenses required to offer and sell the insurance products quoted by Agent.
- (d) Agent will not represent to any Consumer that such Agent is an employee of or otherwise represents Allstate Lead Marketplace. Agent further agrees that it will not use any proprietary

or intellectual property of Allstate Lead Marketplace (including without limitation, Allstate Lead Marketplace's trademarks, service marks, trade names, domain names (including without limitation www.AllstateLeadMarketplace.com) and copyright-protected materials without the prior written consent of Allstate Lead Marketplace, which Allstate Lead Marketplace may grant or withhold in its sole discretion. For the avoidance of doubt, the foregoing covenant restricts Agent from bidding on or otherwise using in commerce any internet search keywords or metatags that contain any of Allstate Lead Marketplace's intellectual property, or otherwise attempting to divert internet traffic from Allstate Lead Marketplace's site to any of Agent's sites through impersonation, deception or other similar tactics.

3. PRICING.

Agent agrees to purchase Leads placed in Agent's Account at the prices set forth in Allstate Lead Marketplace's then-current price list, which are subject to change at any time at Allstate Lead Marketplace's sole discretion. Allstate Lead Marketplace will notify Agent by e-mail of any pricing changes at least ten (10) days prior to the change and Agent shall be bound by the change regardless of Agent's failure to receive any such e-mail for any reason, subject to Agent's right to terminate this Agreement.

4. BILLING AND PAYMENT TERMS.

- (a) Agent shall provide to Allstate Lead Marketplace an authorized credit card to set up Agent's Allstate Lead Marketplace account (the "Account"). Agent will provide to Allstate Lead Marketplace a nonrefundable deposit as mutually agreed. Upon depletion of the deposit, Allstate Lead Marketplace shall auto-bill Agent's credit card of record in increments of \$100 or more. Auto-bill will occur when the Agent's Total Balance falls to or below threshold amount set by agent \$20 or greater. All transactions shall be listed in Agent's online Account.
- (b) Agent agrees that, by Agent's acceptance of this Agreement, Agent authorizes Allstate Lead Marketplace to charge the credit card marked as "Active" within Agent's Account at the time of billing for all fees and charges incurred hereunder, and Agent further represents and warrants to Allstate Lead Marketplace that, if Agent is not the account holder of such card, Agent has all requisite power and authority to use and incur charges on such credit card on behalf of the account holder.
- (c) If Agent's "Active" credit card is declined for any reason at the time of billing, Agent authorizes Allstate Lead Marketplace to process payment on any other credit card stored in Agent's Account. No Leads will be delivered to Agent when any payment by Agent is in default or if an Account does not have sufficient funds to cover the purchase of a Lead. Agent will be responsible for all taxes, fees and other charges that may be assessed against Agent in connection with payment of fees to Allstate Lead Marketplace for Leads provided to Agent hereunder.

5. RETURN CREDIT POLICY.

(a) Allstate Lead Marketplace will filter all Leads before sending Leads to Agent. The Allstate Lead Marketplace systems are not infallible, so Agent may receive Leads that are considered invalid. Invalid Leads may be returned by Agent to Allstate Lead Marketplace for a period up to 10 days from the date Allstate Lead Marketplace delivers the Lead to Agent. Any suspected invalid Leads returned to Allstate Lead Marketplace after 10 days from the date Allstate Lead

Marketplace delivered the Lead to Agent will not be eligible for credit. Allstate Lead Marketplace reserves the right to cap returns based upon Agent's total monthly lead sales.

- (b) The assessment of Lead validity is at Allstate Lead Marketplace's sole discretion based on the following lead criteria (collectively defined as "Invalid Leads"):
 - Wrong Number
 - Disconnected Phone
 - Fax Machine
 - Lead Does Not Meet My Filters
 - Consumer Did Not Request
 - Consumer is already insured with my company
 - Duplicate Lead (Lead has been sent to me by Allstate Lead Marketplace in the past 30 days)

If any Lead provided to Agent by Allstate Lead Marketplace is an Invalid Lead (as defined above), Agent's exclusive remedy is to request trade credit from Allstate Lead Marketplace by giving notice to Allstate Lead Marketplace within ten (10) days from the date the Lead was delivered to Agent's Account. All requests for trade credit due to any Invalid Lead are subject to verification and approval by the delivering Vendor within Allstate Lead Marketplace. For the avoidance of doubt, if the Vendor within Allstate Lead Marketplace determines in its sole discretion that a Lead is not eligible for trade credit, then Agent will be responsible for payment in full to Allstate Lead Marketplace for such Lead.

- (c) The assessment of Call validity is at Allstate Lead Marketplace's sole discretion based on the following lead criteria (collectively defined as "Invalid Calls"):
 - Did Not Successfully Transfer
 - Consumer Did Not Request
 - Language Barrier
 - Consumer is already insured with my company

If any Call provided to Agent by Allstate Lead Marketplace is an Invalid Call (as defined above), Agent's exclusive remedy is to request trade credit from Allstate Lead Marketplace by giving notice to Allstate Lead Marketplace within twenty-four (24) hours from the time the Call was delivered to Agent's Account. All requests for trade credit due to any Invalid Call are subject to verification and approval by the delivering Vendor within Allstate Lead Marketplace. For the avoidance of doubt, if the Vendor within Allstate Lead Marketplace determines in its sole discretion that a Call is not eligible for trade credit, then Agent will be responsible for payment in full to Allstate Lead Marketplace for such Call. Agents have 10 days from the date the return request is denied to submit a dispute request. When the agent submits the dispute request, they must type in a description as to why they disagree with the initial return status. The lead in question will be delivered to the Allstate Lead Marketplace quality assurance team for further review. The team has 10 days to investigate and provide a resolution.

(d) If the Vendor within Allstate Lead Marketplace determines, in its sole discretion, that Allstate Lead Marketplace owes a trade credit to Agent, then Allstate Lead Marketplace will credit Agent's Account for the amount of such adjustment. Any determination by Allstate Lead Marketplace in this regard shall be made by the delivering Vendor within Allstate Lead

Marketplace within ten (10) days of Allstate Lead Marketplace's receipt of Agent's written trade credit request. If Agent believes a Vendor has denied credit for a truly invalid Lead or Call, Agent may submit that Lead through a Dispute process where Allstate Lead Marketplace will determine in its sole discretion that the disputed Lead is either eligible or not eligible for credit. If Allstate Lead Marketplace determines that the vendor was correct to deny the Lead, Agent will be responsible for payment in full to Allstate Lead Marketplace for such Lead. If Allstate Lead Marketplace finds a Disputed Lead to be a truly invalid lead, Allstate Lead Marketplace will credit Agent's account for the amount of such adjustment. Calls are not eligible for disputes after the Vendor has determined the outcome of the return request. Any trade credit issued is good towards future Leads or Calls purchased from Allstate Lead Marketplace only, and may not be applied against the original method of payment or otherwise. Under no circumstances will any trade credit be refunded to Agent. Further, if Allstate Lead Marketplace determines that Agent has returned a Lead or Call under false pretenses, Allstate Lead Marketplace shall charge for the Lead or Call.

- (e) Leads or Calls quoted and verified via Allstate's Alliance system are considered serious quotes and will not be accepted for return within the Allstate Lead Marketplace. Leads may be denied past the 10-day window in this case. Any Lead or Call quoted and returned for credit within a 90-day attribution can be later denied if data shows it went through Alliance. You can review Alliance quoted returned Leads and Calls within the leads tab by selecting "Returns" on the status list. You may sort by denial reason, and reference, "This lead was successfully quoted" for any leads passed through Alliance. You can also reference the billing log, where the entry will read, "return_quoted."
- (f) FOR THE AVOIDANCE OF DOUBT, AGENT'S FAILURE TO RECEIVE A NOTIFICATION EMAIL FROM ALLSTATE LEAD MARKETPLACE REGARDING THE PLACEMENT OF LEADS BY ALLSTATE LEAD MARKETPLACE INTO AGENT'S ACCOUNT SHALL NOT PROVIDE AGENT WITH ANY RIGHT TO A REFUND OR TRADE CREDIT WITH RESPECT TO SUCH LEADS.

6. TERMINATION.

Allstate Lead Marketplace may terminate this Agreement and Agent's Account for any reason or no reason at any time with or without prior notification to Agent. Agent may terminate this Agreement for any reason or no reason upon at least two (2) business days prior written or electronic notice to Allstate Lead Marketplace. At the time of any such termination, regardless of the reason therefore, Agent agrees to pay any Account (including fees for Leads received during the termination notice period) within five (5) business days from the date of such termination. The provisions of Paragraphs 2 through 5 and 7 through 21 shall survive any termination of this Agreement.

7. TEMPORARY PAUSING OF LEAD DELIVERY.

Agent may request that Allstate Lead Marketplace temporarily pause delivery of Leads to Agent's Account for up to seven (7) days through the Allstate Lead Marketplace agent online portal and Agent is responsible for payment for and solicitation of any Leads sent to Agent's Account during the period before confirmation by Allstate Lead Marketplace to Agent that Leads have been paused. Agent must give Allstate Lead Marketplace at least 1 business day prior written or electronic notice when requesting a temporary pause of Lead transmittal for more than seven (7) days and Agent is responsible for payment for and solicitation of any Leads sent to Agent's

Account during such 24-hour period. Allstate Lead Marketplace may grant or deny Agent's request to temporarily pause Leads in its sole discretion. In the event Allstate Lead Marketplace elects not to grant a request for temporary pausing of Lead delivery, Agent's sole remedy is to terminate this Agreement.

8. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF AGENT.

Agent further represents, warrants and covenants to Allstate Lead Marketplace as follows:

- (a) Agent has and will have all licenses, certifications and other governmental and non-governmental authorizations (collectively, the "Licenses") required for the conduct of Agent's business as an insurance agent who offers and sells insurance products to consumers, and all such Licenses are and will remain valid and in good standing.
- (b) Agent has not been disciplined or threatened with discipline by any governmental authority or professional association for any violation or alleged violation of any law, regulation, rule or ethical standard applicable to Agent, any License held by Agent or Agent's business, and no disciplinary proceeding involving Agent is pending or threatened.
- (c) Agent has not, in the past ten (10) years, been convicted of any felony or misdemeanor (or comparable violation of law) involving a crime of moral turpitude anywhere in the world, and no such criminal or comparable proceeding is now pending against Agent anywhere in the world.
- (d) Agent has never been disciplined or terminated for cause by any insurance brokerage or underwriter/carrier.
- (e) All information provided by Agent to Allstate Lead Marketplace relating to this Agreement or Agent's Account is true, accurate and complete in all respects.

9. NOTIFICATION OF CERTAIN MATTERS.

Agent agrees to notify Allstate Lead Marketplace promptly in writing or by electronic means and no later than forty-eight (48) hours following: (i) any change in the expiration date or status of any of Agent's credit cards on file with Allstate Lead Marketplace; (ii) any change in Agent's contact information, including address, telephone number and email address; (iii) any breach of any of Agent's representations, warranties and covenants contained herein; and/or (iv) any apparent breach of security, such as loss, theft or unauthorized disclosure or use of Agent's username, password or other Account information.

10. SECURITY.

Allstate Lead Marketplace will make reasonable attempts to secure all data on the Allstate Lead Marketplace Site, however Allstate Lead Marketplace is not responsible for lack of care by Agent to secure its own data (for example, sharing of Agent's user name, password or other Account information, not logging out of Agent's Account, etc.) or for any breach of security on the Site. For the avoidance of doubt, Agent is responsible for any access to or use of Agent's Account or the Allstate Lead Marketplace Site by Agent or any person or entity using Agent's user name, password or other Account information provided by Allstate Lead Marketplace to Agent, whether or not such access or use has been authorized by or on behalf of Agent, and whether or not such person or entity is an employee, agent or representative of Agent. Agent acknowledges and agrees that Allstate Lead Marketplace has the right to deactivate, change and/ or delete Agent's user name and/or password in Allstate Lead Marketplace's sole discretion for any reason or no reason. Agent will maintain appropriate physical, technical and organizational measures to protect each

Lead provided to Agent against accidental loss or unauthorized access, use, disclosure, alteration or destruction.

11. PROPRIETARY RIGHTS; SCOPE OF USE.

As between Allstate Lead Marketplace and Agent, Agent acknowledges and agrees that Allstate Lead Marketplace owns, solely and exclusively, all right, title and interest in and to the Sites, including without limitation all content, code, data, information, graphics, and other intellectual property used in or on the Sites, the look and feel, design and organization of the Sites, and all copyright, trademark, trade name, service mark, patent, trade secret, moral, database and other intellectual property and proprietary rights inherent therein or appurtenant thereto. Subject to the provisions of this Agreement, including, without limitation, Agent's payments of all applicable fees, Allstate Lead Marketplace hereby grants to Agent a limited, non-exclusive, non-assignable, non-transferable license during the term of this Agreement to access, view and print approved materials and information from the Allstate Lead Marketplace Site remotely over the Internet, solely for Agent's internal business purposes in connection with its use of the services provided under this Agreement and solely using the Account username and password provided to Agent by Allstate Lead Marketplace. Any other use of the Allstate Lead Marketplace Site, Agent's Account or any content, code, information, data or other materials contained therein or available through the Allstate Lead Marketplace Site is strictly prohibited. Any third party's trademarks, logos or other intellectual property that may appear on any Site are the property of their respective owners and may not be used without such third party's written consent. All rights not expressly granted to Agent hereunder are reserved exclusively to Allstate Lead Marketplace.

12. **DISCLAIMER**.

AGENT ACKNOWLEDGES THAT ALL SERVICES PROVIDED BY ALLSTATE LEAD MARKETPLACE HEREUNDER ARE PROVIDED "AS IS" AND "WHERE IS" WITHOUT ANY WARRANTY WHATSOEVER AND THAT AGENT'S USE OF SUCH SERVICES IS AT AGENT'S OWN RISK. NEITHER ALLSTATE LEAD MARKETPLACE NOR ANY OF ALLSTATE LEAD MARKETPLACE'S AFFILIATES, LICENSORS OR SUPPLIERS MAKES, AND AGENT IS NOT RECEIVING, ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. ALLSTATE LEAD MARKETPLACE AND ITS AFFILIATES, LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, TITLE AND/OR NON- INFRINGEMENT. ALLSTATE LEAD MARKETPLACE IS NOT INVOLVED IN ANY TRANSACTION BETWEEN AGENT AND ANY PROSPECT. AS A RESULT, ALLSTATE LEAD MARKETPLACE HAS NO CONTROL OVER THE INTEGRITY, QUALITY, SAFETY OR LEGALITY OF ANY LEAD OR THE TRUTH OR ACCURACY THEREOF. BECAUSE USER AUTHENTICATION ON THE INTERNET IS DIFFICULT, ALLSTATE LEAD MARKETPLACE CANNOT AND DOES NOT CONFIRM THAT ANY PROSPECT IS WHO SUCH PROSPECT CLAIMS TO BE. IN THE EVENT AGENT HAS A DISPUTE WITH ANY PROSPECT, AGENT RELEASES ALLSTATE LEAD MARKETPLACE AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL, DIRECT AND INDIRECT OR OTHERWISE) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY SUCH DISPUTE. AGENT IS SOLELY RESPONSIBLE

FOR ITS RELATIONSHIPS WITH ANY PROSPECT AND FOR SEEKING ANY REMEDIES AND REDRESS DIRECTLY FROM ANY PROSPECT IN THE EVENT OFANY SUCH DISPUTE.

13. LIMITATION OF LIABILITY.

IN NO EVENT SHALL ALLSTATE LEAD MARKETPLACE, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST REVENUE, LOST PROFITS OR ANTICIPATED BUSINESS (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF, THE SITES OR THE SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM INFORMATION PROVIDED BY, TO OR THROUGH ALLSTATE LEAD MARKETPLACE, OR ANY OTHER DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALLSTATE LEAD MARKETPLACE DOES NOT WARRANT THAT THE SITES WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION. THE AGGREGATE LIABILITY OF ALLSTATE LEAD MARKETPLACE, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS TO AGENT FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF, THE SITES OR THE SERVICES PROVIDED HEREUNDER, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, SHALL NOT EXCEED THE GREATER OF (i) THE AMOUNT RECEIVED BY ALLSTATE LEAD MARKETPLACE DIRECTLY FROM AGENT PURSUANT TO THIS AGREEMENT DURING THE CALENDAR MONTH DURING WHICH SUCH CLAIM(S) ACCRUED, OR (ii) \$100.00.

14. INDEMNIFICATION.

AGENT AGREES TO DEFEND, INDEMNIFY AND HOLD ALLSTATE LEAD MARKETPLACE AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DEBTS, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES, ARISING IN ANY WAY FROM (A) AGENT'S MISUSE OF ANY OF THE SITES OR THE SERVICES PROVIDED HEREUNDER, (B) AGENT'S PLACEMENT OR TRANSMISSION OF ANY MESSAGE, CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIALS THROUGH ONE OR MORE OF THE SITES, (C) AGENT'S BREACH OR VIOLATION OF THE LAW, THIS AGREEMENT, THE TERMS AND CONDITIONS OR THE PRIVACY POLICY, OR (D) AGENT'S DISPUTE WITH A PROSPECT OR OTHER THIRD PARTY.

15. NOTICE.

All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by e-mail, with confirmation of transmission; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested. Allstate Lead Marketplace is authorized to send any notices to Agent hereunder to the mailing address, and/or e-mail address associated with Agent's Account, as such

information may be updated by Agent from time to time. Agent is authorized to send any notices to Allstate Lead Marketplace hereunder to the following mailing address and e- mail address:

Mailing Address:

Underground Elephant, Inc. 600 B Street. Suite 1300 San Diego, CA 92101

E-mail Address:

support@AllstateLeadMarketplace.com

16. No Assignment.

Agent may not assign, sublicense or transfer this Agreement or any of Agent's rights or obligations hereunder to any third party, and any attempted assignment, sublicense or transfer is hereby null and void.

17. AMENDMENT.

Allstate Lead Marketplace may amend this Agreement from time to time by providing Agent with ten (10) days' prior written notice of such amendment. Any use by Agent of the Allstate Lead Marketplace Site or acceptance of Leads under this Agreement as so amended after the expiration of such notice period shall be deemed to constitute agreement by Agent to the amended Agreement. The then-current version of this Agreement is always available for Agent's review via Agent's Account.

18. Entire Agreement.

This Agreement, including the Terms and Conditions and the Privacy Policy, and excluding any materials located on the Sites or in any other medium, represents the entire understanding and agreement of Agent and Allstate Lead Marketplace with respect to the subject matter hereof and thereof. By signing and/or making an electronic affirmation of this Agreement, Agent represents and warrants that any individual accepting this Agreement on Agent's behalf is duly authorized to bind Agent to this Agreement and acknowledges its acceptance of the terms of this Agreement. By providing Leads to Agent's Account, Allstate Lead Marketplace indicates its acceptance of the terms of this Agreement.

19. NO JOINT VENTURE.

This Agreement creates no partnership, joint venture, association, agency, franchise, contract of employment or comparable relationship between the parties, and neither party shall have the authority to bind the other party for any purpose not expressly set forth herein.

20. GOVERNING LAW AND VENUE.

This Agreement will be governed by, construed under and enforced in accordance with the laws of the State of California without regard to its conflict of laws rules, and the prevailing party will be entitled to reasonable attorneys' fees and costs of suit, as well as all such fees associated with enforcing any judgment pursuant hereto. Any lawsuit or action brought by the parties hereto shall be filed and adjudicated in the state and federal courts located in San Diego County, which shall be the exclusive forum for any such dispute. Nothing herein shall prohibit a party from seeing a

temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo.

21. NO WAIVER; SEVERABILITY; LIMITATIONS PERIOD.

Allstate Lead Marketplace's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to consider the parties' intentions as hereby reflected in the remaining provisions of this Agreement, and such other unaffected provisions shall remain in full force and effect. Agent agrees that any claim or cause of action by Agent against Allstate Lead Marketplace arising out of or related to the Sites, Agent's Account or the Agreement must be filed by Agent within one (1) year after such claim or cause of action first arose or such claim and/or cause of action shall be barred forever; provided, however, that in the event any statute or law prohibits the revision of the limitations period applicable to such claim or cause of action to such one (1) year, such period shall be revised to the shortest period of time allowable by such statute or law.

22. COUNTERPARTS.

This Agreement may be executed via facsimile or PDF, and in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

23. **IN WITNESS WHEREOF**, the parties caused their duly authorized representatives to execute this Assignment and Assumption Agreement as of the date first above written.