AMENDMENT NUMBER ONE TO MARKETING AGREEMENT

EFFECTIVE DATE OF AMENDMENT: August 10, 2026

THIS AMENDMENT NUMBER ONE ("Amendment No. 1") to the **MARKETING AGREEMENT** dated August 13, 2021 (the "Agreement"), is entered into by and between **UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA** ("Company"), and the **CITY OF EARLHAM, IOWA** ("City"). All capitalized terms used in this Amendment No. 1 not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties do hereby agree that the Agreement shall be amended as follows:

1. Section 2.B of the Agreement is hereby deleted in its entirety and replaced with the following:

   "B. Property Owner Data. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "**Property Owner Data**." Company may obtain Property Owner Data from a third-party, for use by Company in furtherance of the advertisement, marketing, enrollment, and sale of the Products. In the event Company obtains Property Owner Data from a third-party, it shall become and remain Company's property and Confidential Information (defined below). A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property and Confidential Information."

2. The Agreement is amended further by adding a new Section 5 as follows:

   "5. **Applicable Laws**. Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements ("**Applicable Laws**") with respect to its obligations under this Agreement."

3. The Agreement is amended further by redesignating existing Section 5 of the Agreement as Section 6, with each subsequent section being renumbered accordingly in sequence.

4. The new Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "6. **Confidentiality**. "**Confidential Information**" of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat all Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such Confidential Information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, City shall not be liable for any disclosure of Confidential Information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure."

5. The notice information for Company set forth in the new Section 9 of the Agreement is deleted in its entirety and replaced with the following:

   "To: Utility Service Partners Private Label, Inc.
   c/o HomeServe USA Corp.
   45 Glover Avenue, 6th Floor
   Norwalk, CT 06850
   Attention: Michael Backus, Chief Revenue Officer
   Email: Michael.Backus@homeserveusa.com

   With a copy to:
   Attention: Legal Department

Email: Legal@homeserveusa.com"

Except as otherwise modified or amended by this Amendment No. 1, all other provisions, terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 1 as a binding agreement as of the Effective Date set forth above.

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA	**CITY OF EARLHAM**
By: _____	By: _____
Name: _____	Name: _____
Title _____	Title _____