

IMPORTANT NOTICE REGARDING THE ACORD ADVANTAGE PLUS PROGRAM

Participation in the ACORD Advantage Plus Program requires agreement to the terms and conditions of a click-through license agreement (a form of that license agreement is available for your review below). The license agreement must be electronically signed (via a click through mechanism) on a “per-site” and “per-state” basis. Licenses may be separately purchased for additional sites and/or states.

After payment of any applicable fee is made, the first user from the licensed site of your Company who attempts to access the ACORD Advantage Plus website will be presented with a “pop-up” license. The user will have to agree to the terms and conditions of the license (by electronically clicking assent) in order to proceed. No further assent will be required for the duration of the site license.

ACORD FORMS LICENSING AGREEMENT ADVANTAGE PLUS PROGRAM

This license is a legal agreement (the "Agreement") between ACORD Corporation, with a principal place of business at 150 Clove Road, 11th Floor, Little Falls, NJ 07424 ("Licensor" or "ACORD") and the Company identified in the signature block (collectively "You", "Your" or "Licensee").

1 **Definitions.** As used in this Agreement, the following capitalized words and phrases shall have the meanings set forth below:

1.1 **“ACORD Action”** is action by ACORD that results in a change to a Form; or discontinuation of a Form; or the addition of a Form to ACORD’s library of Forms.

1.2 **“Affiliate”** of a Company means any other Company that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, this Company.

1.3 **“Company”** is any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, governmental authority, or any other entity.

1.4 **“Control”** (and with correlative meanings, the terms "Controlled by" and "under common Control with") means, regarding any Company, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Company, whether through the ownership or voting securities, by contract, or otherwise.

1.5 **“Designated Users”** are Your employees conducting the business of insurance or related financial services from the physical location (i.e. street address) identified as the “Licensed Site” in the signature block of this Agreement.

1.6 **“Effective Date”** is the date upon which Your Fee payment is received, in full, by ACORD. However, if such payment receipt date occurs during the term of a prior “ACORD Forms Licensing Agreement-Advantage Plus Program” entered into between You and ACORD relative to a site that is covered under this Agreement, then the Effective Date shall be one (1) day following expiration of such prior agreement.

1.7 **“End-User Data”** is data that is pertinent to an insurance or related financial services transaction.

1.8 **“Fee”** is the total amount due from You to ACORD under this Agreement. The current Fee applicable to You is set forth at <http://www.acord.org/AdvantagePlus>, subject to any adjustments that may be agreed upon in a writing signed by both parties and referencing this Agreement.

1.9 **“Group”** is a Company and its Affiliates (if any).

1.10 **“Fillable Form”** is a Form that contains coding to facilitate manually filling data fields via computer interface and saving, printing, faxing and emailing such Form.

1.11 **“Form”** is a standardized form maintained by ACORD. The term “Form” also includes the forms instruction guide related to the subject Form.

1.12 **“Licensed Form”** is a Form licensed to You by ACORD subject to the provisions of this Agreement. The Licensed Forms are identified in Section 3 of this Agreement.

1.13 **“Revenue Cap”** is one million U.S. dollars (US\$1,000,000) of revenue during Your fiscal year immediately preceding Your fiscal year in which the Effective Date would occur if You qualify for participation in the ACORD Advantage Plus program. The Revenue Cap is calculated based on Your total revenue, and not based on revenue allocable to the Licensed Site.

1.14 **“Term”** is the term of this Agreement as further described in Section 5 of this Agreement.

Defined words and phrases denoting the singular have a comparable meaning when used in the plural, and vice-versa.

2 **Grant of License.**

2.1 The rights and licenses granted under this Section 2 are inapplicable to any Company that individually, or together with the revenue of one or more Affiliates, meets or exceeds the Revenue Cap. The rights and licenses granted under this Section 2 are also inapplicable to insurance carriers. Insurance carriers and Companies exceeding the Revenue Cap may license ACORD forms under other ACORD programs, but are not eligible to join the ACORD Advantage Plus program. Licensee represents and warrants that it is not an insurance carrier, and that neither it nor its Group (if applicable) meets or exceeds the Revenue Cap. All intellectual property right, title and interest in and to the Forms including, but not limited to, copyright, belong to Licensor. All Forms are licensed by Licensor, not sold. Licensor shall keep title to its intellectual property rights in each Form. Except to the extent explicitly stated in this Agreement, this Agreement does not grant Licensee any rights in or to the Forms. Each right and license granted to Licensee under this Agreement is subject to Licensee's full payment of the Fee.

2.2 Licensor hereby grants to Licensee, for the Term, a nonexclusive right and license for its Designated Users to display, reproduce, distribute with End-User Data or for the purpose of collecting End-User Data, and/or manually populate with and extract End-User Data from, each Licensed Form, in each case solely to the extent reasonably necessary to conduct Your business of insurance or related financial services in a single state (which is identified below). Licensee acknowledges and agrees that this license does not permit:

2.2.1 Licensee to charge a fee for, or except as may be explicitly permitted herein otherwise commercially exploit, any Licensed Form;

2.2.2 use of any Licensed Form for purposes of filing it with an insurance regulatory body on behalf of any third-party;

2.2.3 use of any Licensed Form by Licensee's employees other than Designated Users;

2.2.4 the display, reproduction or distribution of any Licensed Form via a website; and/or

2.2.5 embedding any Licensed Form into software.

2.3 Licensor hereby grants to Licensee on a perpetual basis, a nonexclusive right and license for its Designated Users to display, reproduce, distribute, and manually extract End-User Data from, copies of Licensed Forms contained in Your files, if such copies were populated with End-User Data at a time when You were granted the rights set forth in Section 2.2 of this Agreement, provided that any such display, reproduction, distribution or extraction shall be limited to such End-User Data.

2.4 Licensor produces Forms in a variety of file formats and Licensor may elect, from time to time, to not distribute each such file format to Licensee under this Agreement. Licensee shall not decompress, decompile, disassemble or reverse engineer any Licensed Form for any reason, including without limitation, to enhance the technological capabilities of a Fillable Form. Licensor reserves the right to charge a fee in addition to the Fee for distribution to You of paper Licensed Forms and to implement such additional fee at any time without prior notice to You.

2.5 Licensee shall advise each Designated User of the provisions of this Agreement and ensure their compliance herewith.

3 **Licensed Forms.** Subject to Section 6 of this Agreement, the Licensed Forms consist of all ACORD Forms in the file formats provided to You by ACORD via its website (www.ACORD.org) (including Fillable Forms and static PDF Forms) and in paper format.

4 **Login Credentials.** Licensed Forms may be downloaded from ACORD's website (www.ACORD.org) during the Term. ACORD shall issue a website user name and password to each of Your Designated Users that registers on ACORD's website. You shall ensure that each password is kept confidential and used solely by the Designated User to whom it is assigned. In the event that the confidentiality of any such password is compromised, You shall cause the relevant Designated User to reset his or her password and restore such confidentiality as soon as is reasonably possible.

5 **Term.** The Term commences on the Effective Date and shall continue for a period of twelve (12) months thereafter, unless earlier terminated pursuant to the provisions of Section 8 of this Agreement.

6 **ACORD Action(s).**

6.1 You acknowledge and agree that ACORD Action may result from a variety of circumstances including, but not limited to, legal and/or regulatory changes, industry developments, technological progress or changes of an ACORD logo or ACORD copyright notice.

6.2 ACORD will notify You of each ACORD Action, and the effective date for each ACORD Action, in the manner set forth in Section 6.4 of this Agreement. If a Licensed Form is changed, the

new Form incorporating such change shall, as of the effective date of the related ACORD Action, be deemed to be a Licensed Form under this Agreement. For each ACORD Action, You shall cease, as of the effective date for such ACORD Action, all use of each Licensed Form that is thereby changed or discontinued, except to the extent permitted under Section 6.3 of this Agreement.

6.3 Notwithstanding Sections 6.1 and 6.2 of this Agreement, You may continue to display, reproduce, distribute, and manually extract End-User Data from copies of Licensed Forms that have been changed or discontinued as a result of ACORD Action, if such copies were populated with End-User Data prior to the effective date of such ACORD Action and if such display, reproduction, distribution and/or extraction is for the sole purpose of documenting actions taken while conducting the business of insurance or related financial services prior to the effective date of such change or discontinuance and is otherwise in compliance with the provisions of this Agreement. For example, You may reproduce a changed or discontinued Licensed Form contained in Your files to evidence that a business related action occurred. You acknowledge and agree that conducting new business using discontinued or changed Licensed Forms is prohibited by ACORD (and, in certain cases, government regulators) and increases the risk of legal action by insureds, government regulators and other third-parties.

6.4 ACORD shall notify You of each ACORD Action by posting it to the Forms information section of the ACORD website (www.ACORD.org). It shall be Licensee's sole responsibility to monitor such website for such notices. Notice of each ACORD Action shall be effective upon the occurrence of such posting by ACORD.

7 NO WARRANTIES; NONLIABILITY; THIRD PARTY RIGHTS.

7.1 THE LICENSED FORMS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT PERMITTED BY LAW, THE DURATION OF WARRANTIES THAT ARE STATUTORILY REQUIRED NOTWITHSTANDING THE ABOVE DISCLAIMER (IF ANY) SHALL BE LIMITED TO THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT. AS THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH STATUTORILY REQUIRED WARRANTY THAT, AS A MATTER OF LAW, IS NOT HEREBY DISCLAIMED, ACORD SHALL REPAIR, REPLACE, OR CORRECT THE SUBJECT LICENSED FORM IF SUCH BREACH IS REPORTED DURING THE AFORESAID THIRTY (30) DAY PERIOD.

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY CLAIM, OR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER (INCLUDING LOSS OF USE OR DATA, LOST PROFIT OR BUSINESS REVENUE, OR GOODWILL), WHETHER IN AN ACTION FOR CONTRACT, TORT OR OTHERWISE, ARISING IN CONNECTION WITH THIS AGREEMENT, THE LICENSED FORMS, OR THE USE THEREOF, EVEN IF ACORD HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 WITHOUT LIMITING THE PROVISIONS OF SECTION 7.1 ABOVE, LICENSOR ASSUMES NO RESPONSIBILITY TO COMPILE, CONFIRM, UPDATE OR MAKE PUBLIC ANY THIRD PARTY ASSERTIONS OF PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MIGHT BE INFRINGED BY ANY USE OF THE LICENSED FORMS WITH ANY THIRD-PARTY PRODUCT OR SERVICE.

8 EXPIRATION AND TERMINATION OF AGREEMENT.

8.1 At any time during the Term, this Agreement is subject to expiration or termination as follows:

8.1.1 This Agreement shall expire as of the end of the last day of the Term.

8.1.2 Upon the occurrence of a material breach of this Agreement by one of the parties hereto, the non-breaching party may give notice of such breach to the breaching party identifying the matter constituting the breach. If such breach is not cured within thirty (30) days after giving such notice, the non-breaching party may terminate this Agreement by giving notice of termination to the breaching party, with termination of this Agreement to be effective immediately upon giving notice of termination.

8.1.3 This Agreement may be terminated by the unaffected party, if the other party becomes insolvent; upon the institution by the other party of insolvency, receivership or bankruptcy proceedings, or any other proceedings for the settlement of its debts; upon the institution of such proceedings against such other party; upon the other party making a general assignment for the benefit of creditors; or upon the other party's dissolution or ceasing to conduct business in the normal course, in each case with termination to be effective immediately upon giving notice of termination.

8.2 You acknowledge and agree that, in the event of termination of this Agreement, Licensee will not be entitled to any refund or reduction of the Fee paid by, or due from, Licensee to ACORD.

9 **Notices.** Except as provided under Section 6 of this Agreement, all notices required under this Agreement shall be in writing and shall be given, at the option of the sender, via mail or telefax, and shall be deemed effective, if by mail then five (5) days after deposit in the mails of a properly addressed and postage fully-prepaid envelope containing the notice or, if by telefax, then upon receipt by the sender of a notice, generated by the telefax machine from which the telefax was transmitted, confirming receipt by the addressee's telefax machine. Notices and correspondence to:

9.1 Licensor must be sent to the following address or telefax number:
ACORD Corporation
1 Blue Hill Plaza, 15th Floor, P.O. Box 1529, Pearl River, NY 10965-8529
Telefax number: 845-620-3604

9.2 Licensee shall be sent to the "Licensed Site" address or telefax number identified below.

Either party may change its address or telefax number by providing notice in accordance with the provisions of this Section 9 of the Agreement.

10 **Governing Law.** This Agreement shall be construed and interpreted under the internal laws of the United States and the State of New Jersey, without giving effect to principles of conflict of law.

11 **Compliance with Law.** Licensee represents and warrants that it shall comply with all applicable laws and regulations including, without limitation, laws related to insurance, financial services and export laws.

12 **Headings.** The headings of the various sections of this Agreement are intended solely for the convenience of reference and are not intended for any purposes whatsoever to explain, modify or place any construction upon the provisions of this Agreement.

13 **Survival of Provisions.** The provisions of this Agreement, which either expressly or by their nature continue after expiration or termination of this Agreement for any reason, shall survive any such expiration or termination until each such provision expires in accordance with its respective terms.

14 **Assignment.** This Agreement may not be assigned, or the rights granted hereunder transferred or sublicensed, by either party without the express prior written consent of the other party.

15. **Non-Disparagement.** You agree to not engage in any action that tends to disparage, dilute the value of, or reflect negatively on ACORD, ACORD goods or services and/or any ACORD trademark.

16. **Audit.** You agree to keep accurate and complete records related to Your obligations under this Agreement for at least seven (7) years after the date that the subject record is generated. You further agree that, upon thirty (30) days written notice and no more than once per fiscal year, You shall permit ACORD or its reputable accounting firm to audit such records, subject to ACORD and/or such firm signing a reasonable non-disclosure agreement. If the audit reveals an underpayment, You agree to pay difference between the pre-audit amount paid and the amount that should have been paid. Costs of audits conducted hereunder will be borne by ACORD except where an audit reveals at least a 5% underpayment to ACORD relative to any fee due under the Agreement, or a non-fee-related material breach of this Agreement. In such cases (5% or greater underpayment of a fee, or a non-fee-related material breach of this Agreement), You agree to reimburse ACORD for the reasonable costs of the audit together with, as applicable, the difference between the pre-audit amount paid and the amount that should have been paid, plus an additional amount equal to 20% of the amount due and owing to ACORD as a result of the audit. All payments pursuant to this Section shall be tendered within a reasonable amount of time (not to exceed sixty (60) days) from the presentation of ACORD's findings to you.

17 **Entire Agreement.**

17.1 This Agreement constitutes the entire agreement and understanding between Licensors and Licensee regarding the subject matter contained herein.

17.2 No modification or waiver of this Agreement shall be binding unless it is in writing and signed by both parties.

17.3 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be omitted and the remaining terms shall remain in full force and effect.

17.4 This Agreement supersedes any and all prior agreements between Licensors and Licensee regarding the subject matter hereof.

18 **Acceptance.** The person accepting this Agreement represents and warrants that s/he is authorized to enter into this Agreement on behalf of Licensee and that the following information is accurate.

First Name

Last Name

Company on whose behalf the individual
named above is accepting this Agreement
(i.e. Licensee).

Date

Licensed Site

Licensed State

Telefax Number (if available)