

TERMS OF USE

Provided that you have entered into a valid written Agreement (as defined in your Order Form) with Internet Pipeline, Inc., a Delaware corporation (hereinafter, "**iPipeline**", and also referred to as "**we**", "**us**", or "**our**"), we will provide you with use of and access to those Licensed Items specifically subscribed to by you in the applicable Order Form. Your registration for, or your use of, any of our Licensed Items shall be deemed to be your agreement to abide by these Terms of Use.

All information contained on any web page is distributed with the understanding that the authors, publishers and distributors are not rendering legal, tax, accounting or other professional advice or opinions on specific facts or matters, and accordingly assume no liability whatsoever in connection with its use. We make no endorsement of any product or company featured on or through any of our Licensed Items. We are not a licensed insurance broker nor are we registered with the National Association of Securities Dealers. By using any of our Licensed Items, users indicate that they have all necessary licenses and approvals necessary to engage in the sale of the products featured through our products and services. In no event shall iPipeline and its related, affiliated and subsidiary companies, be liable for any direct, indirect, special, incidental, or consequential damages arising out of the use of the information or services herein.

We may make changes to these Terms of Use from time to time. When these changes are made, we will make a new copy of the Terms of use available at www.ipipeline.com. You understand and agree that if you use any of the Licensed Items after the date on which the Terms of Use have changed, we will treat your use as acceptance of the updated Terms of Use.

1. License Grant.

1.1 During the term (as specified in Section 6 below), and subject to the terms and conditions of the Agreement, iPipeline hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable right to use the Licensed Items solely for your business use with access limited to Authorized Users. Your use of the Licensed Items is limited as to the usage limitations identified in the Order Form and may include, without limitation, a restriction as to quantity, capacity, time and seat licenses. Unless otherwise noted, all software provided under this Agreement is provided as a service over the internet from a multi-tenant hosting infrastructure. In the event that you are authorized to install any portion of the Licensed Items within your own facilities, you will be provided object code only and You are not entitled to access any source code with respect to any portion of the Licensed Items or any iPipeline Technology provided hereunder (except to the extent set forth in the Escrow Agreement if you subscribed for source code escrow services and paid iPipeline to become a beneficiary thereunder).

1.2 The Licensed Items may only be accessed and used by Authorized Users to the extent that they are accessing the Licensed Items directly from the Authorized Website. You hereby agree that you will not, and will not authorize or permit any third party to, do any of the following: (i) create Internet "links" any of the Licensed Items or "frame" or "mirror" all or any portion of the Licensed Items or any Content on any other server or wireless or Internet-based device other than direct user access through the Authorized Website, or (ii) provide or permit any other means through which any of the Licensed Items can be accessed or used except as directly accessed through the Authorized Website. Promptly upon your gaining knowledge of any such prohibited or unauthorized access or uses, you agree to take any and all measures reasonably necessary to promptly terminate the unauthorized access or use.

2. License Restrictions; Reservations of Rights.

2.1 You are strictly prohibited from: (i) licensing, sublicensing, selling, reselling, transferring, assigning, distributing or otherwise commercially exploiting or making available to any third party any of the Licensed Items or any Content in any way not expressly permitted herein; (ii) modifying or making derivative works based upon the Service or the Content; (iii) decompiling, disassembling, decompressing, reverse engineering, or otherwise attempting to derive the source code for any portion of the Licensed Items; (iv) creating or developing or contributing to the creation or development of any service, program or suite of programs having similar ideas, features, functions and/or graphics as the Licensed Items, (v) disrupting the integrity or performance of any of the Licensed Items or Content contained therein or attempting to gain unauthorized access to the Licensed Items or related systems or networks, and/or (vi) representing to any third party that you are (or otherwise hold yourself out as being) an agent, employee, subsidiary or other affiliate of iPipeline.

2.2 You are not permitted to modify the Licensed Items in any way and may not integrate into the Licensed Items of any third party services, products, or other function calls for any purpose, including but not limited to, single sign-on, data retrieval, validation or connecting to other objects except to the extent authorized by, and pursuant to a statement of work entered into with, iPipeline.

2.3 Customer hereby acknowledges that iPipeline is neither a licensed insurance broker nor is it registered with the National Association of Securities Dealers and it is not in the business of selling regulated insurance or financial products.

Accordingly, you hereby represent, warrant and covenant that you have all necessary licenses and approvals necessary to engage in the sale of the insurance or other financial products featured through use of any of the Licensed Items and that you are and will remain in compliance with all applicable laws and regulations pertaining to such activities. Unless specifically stated in your Order Form or a related statement of work, the Agreement does not include the use or provision of any hardware or e-signature related hardware devices. You hereby agree that iPipeline is not a party to any insurance or other transaction(s) you order, process, sign, validate, distribute or transmit through any of the Licensed Items. You also agree to provide at least industry standard levels of password protection to prevent unauthorized access to the Licensed Items.

2.4 Neither the Agreement nor your access to the Licensed Items entitles you to any professional services from iPipeline including, but not limited to intelligent forms maintenance. iPipeline will only agree to perform professional services on your behalf based upon a written Order Form or statement of work entered into and executed by iPipeline and you.

2.5 You hereby acknowledge and agree that iPipeline and its licensors own all right, title and interest in the Licensed Items and the iPipeline Technology. The Agreement does not constitute a sale and does not convey to you any rights of ownership in or related to any Licensed Items or any iPipeline Technology. All rights not expressly granted to you under this Agreement are reserved by iPipeline. The iPipeline name, the iPipeline logo, and the product names associated with the Licensed Items are trademarks of iPipeline or third parties, and no right or license is granted herein to use them.

3. Maintenance Services. iPipeline agrees to provide you maintenance and support services for the Licensed Items (the "Maintenance Services") in accordance with and subject to the terms and conditions of the Service Level Agreement attached hereto as Attachment 2, unless otherwise set forth in the applicable Order Form.

4. Charges and Payment of Fees.

4.1 You hereby agree to pay the fees and other charges set forth in the applicable Order Form, as well as any other fees and costs expressly set forth herein (collectively, "Fees"). Unless otherwise agreed to in writing, all Fees are payable in full annually, in advance and shall be deemed non-refundable upon payment. All Fees are payable in full within 30 days of the Order Date and each subsequent yearly anniversary thereafter. Except to the extent otherwise agreed in an Order Form, iPipeline reserves the right to increase its Fees that it charges you on an annual basis upon at least 30 days prior notice to you, which notice may be provided by e-mail or in the notes section to your periodic invoice. All pricing terms are confidential, and you agree not to disclose them to any third party. Customer will be required to pay overage fees equal to 120% of iPipeline's then current list price for each of the Licensed Items that Customer uses or accesses, or through its acts or omissions allows a third party to access, in excess of the tiers or usage allowed under the applicable Order Form(s). Such fees will be billed at the end of each month, quarter, or year at the discretion of iPipeline.

4.2 The Fees and other charges hereunder do not include any excise, sales or use taxes or duties. If any excise, sales or use taxes or duties, are, or should ultimately be, assessed against or is required to be collected by iPipeline or by any taxing authority in connection with their performance required hereunder, You agree to pay an amount equal to any and all such charges, except where You are exempt by law and You provide a bona fide exemption certificate to iPipeline.

4.3 Returned checks, declined credit cards, and late payments will incur a \$35 fee per incident plus you are responsible for paying a monthly finance charge on late payments at the rate of 1.5% per month or the highest amount permitted by law, whichever is lower, until paid in full.

4.4 If you believe your bill is incorrect, you must provide iPipeline with a detailed written statement specifying your claim within 90 days of the date of the invoice in question. After such 90 day period any and all such claims shall be deemed waived by you.

5. Non-Payment and Service Suspension.

In addition to any other rights granted to iPipeline herein and any and all other available remedies at law or in equity, iPipeline reserves the right, in its sole discretion, to suspend access to any Licensed Items or terminate any license offered or granted to you if your account becomes delinquent (falls into arrears) by more than 30 days. In the event that your access to Licensed Items are suspended, in addition to any other fees that you may be obligated to pay hereunder, iPipeline reserves the right to charge a reconnection fee for re-instatement of such suspended Licensed Items. You further agree to reimburse iPipeline for any and all collection costs (including attorneys' fees and costs) incurred by iPipeline or its agents (including any collection agency retained) in pursuing payment from you for any Fees not paid in accordance with the Agreement. If any of the Licensed Items are discontinued due to non-payment, iPipeline will notify any Authorized User trying to access them that

the Service is not available. It is your responsibility to remove links to applicable Licensed Items from your Website upon termination of such Licensed Items for any reason.

6. Term and Termination.

6.1 The term of your legal agreement with iPipeline as governed by the Agreement and the license to use the Licensed Items granted hereunder shall commence on the date specified in your Order Form and shall continue for the Initial Term and any Renewal Terms specified therein.

6.2 This Agreement may be terminated prior to the expiration of the Initial Term or then current Renewal Term, by written notice only, as follows:

(a) Unless otherwise provided herein, by either party, at least sixty (60) days prior to the expiration of any Term or Renewal Term, with such termination being effective as of the end of the Term or Renewal Term.

(b) In the event You fail to pay iPipeline any fees due hereunder, in addition to its other rights and remedies, iPipeline shall have the right, in its sole discretion, to terminate this Agreement upon providing You written notice of default and a thirty (30) day opportunity to cure such default. All fees due under this Agreement shall continue to be due and immediately payable.

(c) In the event that either party breaches any term or condition of this Agreement in any material respect (other than a breach under subsections 6.2(b) or 6.2(e) which shall be governed by such subsections), the other party shall have the right to terminate this Agreement if the breaching party has not (i) commenced using its reasonable, good faith efforts to cure a material breach of this Agreement within ten (10) days after the date upon which the defaulting party was given written notification of such breach, which notice shall specify the nature of the default and state the intention to terminate if the default is not cured, and cured such breach within thirty (30) days of the date of such notice.

(d) Either party may terminate this Agreement immediately upon written notice in the event: (a) the other party commences or becomes the subject of any bankruptcy, insolvency or equivalent case or proceeding; (b) the other party makes a general assignment for the benefit of its creditors; (c) a trustee or receiver is appointed for the other party, or for any of its property; or (d) any petition by or on behalf of the other party is filed to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, which petition is not removed within sixty (60) days after filing.

(e) iPipeline may, in its sole discretion, terminate this Agreement immediately upon written notice in the event of any unauthorized or unlawful usage by You or any third party gaining access to the Licensed Items, directly or indirectly, through or as a result of your use of the Licensed Items.

(f) iPipeline may terminate a free or test account at any time in its sole discretion.

7. Provisions Pertaining to Collective Data and Content.

7.1 You are solely responsible for ensuring the accuracy, quality, integrity, lawfulness, reliability and appropriateness of your use of any Collective Data. In addition, you are obligated to ensure at all times that you have the requisite rights to use all Collective Data. iPipeline does not claim any ownership interest in any of your Collective Data. You agree that iPipeline is permitted to access and use any and all information provided by you in order to perform its obligations hereunder and, if necessary, to access such information to obtain contact information in order to provide you or your Authorized User notifications relating to the Licensed Items.

7.2 You and your Authorized Users hereby recognize that certain information that may be conveyed by you or your Authorized Users through the Licensed Items may contain personal non-public information from a consumer, and in that regard you hereby represent, warrant and certify to iPipeline that you have complied and will continue to comply with all applicable current and future laws, rules or regulations, including, without limitation, the Gramm-Leach-Bliley Act ("GLB"), the Health Insurance Portability and Accountability Act ("HIPAA"), the FTC Privacy Rule and applicable state privacy disclosure laws (collectively, "Privacy Laws"). You further represent, warrant and certify that any and all consumers or customers whose information is inputted, submitted to, and/or appear on or within any portion of the Licensed Items has provided to you the requisite authorization to convey such information and make it available to third parties. You are solely responsible for ensuring that any and all Content and all information generated as a result of using the Licensed Items is compliant with all relevant laws and regulations pertaining to your business, including but not limited to, state insurance regulations and statutes and Privacy Laws. Moreover, you understand and acknowledge that iPipeline is relying upon your representations in allowing you access to and use of the Licensed Items and absent such agreement by you it would not have permitted you access or the right to use the Service. You agree to indemnify, defend and hold iPipeline and its licensors, and their respective affiliates, officers, directors, shareholders, employees and representatives, harmless from and against any and all

liabilities, losses or expenses (including attorneys' fees and costs) directly or indirectly caused by your breach or the breach by any Authorized User of this provision.

7.3 From time to time, Collective Data may be disseminated to third parties including, without limitation, insurance carriers, general agents, distributors, para-medical providers, call centers, and other parties who need to know that information to assist in providing certain services to you in connection with this Agreement. Furthermore, you hereby acknowledge and agree that your Customer Data may be stored on hardware that may contain customer data or applications owned by iPipeline and other third parties. However, no Consumer Data shall be released to a third party unless you or an Authorized User submits a request to release such information.

7.4 Certain Licensed Items include Content from third parties, including but not limited to information, forms, rates, software and other data from insurance companies, ratings agencies, other content aggregation companies and other third parties. You hereby authorize iPipeline to disclose to its third party Content providers that you are using their Content. From time to time Content providers may discontinue providing Content, information and/or features to iPipeline or may request that iPipeline restrict such Content, information or features from being provided to you and iPipeline shall have the right to restrict your access in connection therewith. You understand that iPipeline may not be able to offer all Content, information and features you expect or require.

7.5 Despite iPipeline's efforts to ensure that Content is accurately input into the Service, such Content may nevertheless contain errors and omissions. Accordingly, iPipeline disclaims the accuracy and completeness of all Content and you hereby expressly agree to hold iPipeline harmless from any and all claims, losses or damages resulting from any such errors and omissions.

7.6 It is recommend that you conduct your own due diligence in order to confirm and ensure the accuracy and completeness of all Content and other information available through the Service before making or recommending any final decisions or implementing any financial, insurance or investment related strategy. Such due diligence may include, without limitation, independently contacting the applicable insurance carrier. Any and all Content contained within or made available through the Licensed Items is made available to you based on your understanding that the authors, publishers and distributors are not rendering legal, tax, accounting or other professional advice or opinions on specific facts or matters and, accordingly, neither iPipeline nor any third party Content provider is liable to you or any third party in any manner whatsoever in connection with the use of or reliance on any Content.

7.7 Through the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Licensed Items. Any and all such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. iPipeline and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. iPipeline does not endorse any products, services or sites on the Internet that are linked through the Licensed Items. iPipeline provides these links to you only as a matter of convenience, and in no event shall iPipeline or its licensors be responsible for any content, products, or other materials on or available from such sites. iPipeline provides the Service to you pursuant to the Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

7.8 You hereby grant iPipeline a non-exclusive, non-transferable, limited license to store and maintain your Content on its systems during the Term and make such Content available to iPipeline customers and subscribers. You shall be responsible for uploading and maintaining your Content on our systems and you agree to keep such Content current at your cost and expense. It is understood and agreed that you retain sole editorial discretion regarding the inputted Content except for display format standards and placement within the System which shall remain in control and the property of iPipeline. iPipeline may make copies of your Content as may be necessary to perform its obligations under the Agreement, including back-up copies of your Content. All proprietary Content that you provide shall remain your exclusive property. Content may be limited by the specific content distribution services selected by you.

7.9 If you are an insurance company or other manufacturer of financial services products and you are subscribing to use the Licensed Items for industry research or competitive intelligence gathering purposes, whether or not specifically stated, then you hereby authorize the use of your Content for the same purpose for iPipeline's other customers. Except as otherwise set forth herein, iPipeline will only provide such information which is available in the public domain such as rate information and product information.

7.10 Although no individual, personally identifiable customer usage information will be shared, iPipeline may aggregate data pertaining to your and Authorized Users' usage of the Licensed Items with other customers' usage information and make such information available to third parties for purposes, potentially among others, of providing benchmarking services.

7.11 Upon termination of this Agreement for any reason other than your breach, iPipeline will make available to you, for an additional fee, a file of any Collective Data within 30 days of termination provided that you request such information in writing at the time of termination. You hereby acknowledge and agree that iPipeline has no obligation to retain the Collective Data and may delete such Customer Data at any time after the 30th day following termination.

8. Security.

8.1 Each party hereby represents, warrants and certifies to the other party that it has in place appropriate controls to protect the privacy of end users' data and information as required by applicable laws.

8.2 You agree to administer and maintain user logins and passwords (collectively, "Code(s)"), if applicable. You are solely responsible for maintaining the confidentiality and security of your Codes. You are responsible for the use of the Licensed Items under any of your Codes, and for maintaining the confidentiality of such Codes. You agree iPipeline will not be liable for any losses or damages that you may incur as a result of a third party accessing your account with your Code. You further agree you could be held liable for losses incurred by iPipeline or another party due to a third party using your Codes. You agree that you will be responsible for all activity in your account, whether such activity is initiated by you or any third party and iPipeline hereby specifically disclaims any and all liability for any activity in your account. You agree to notify iPipeline immediately of any unauthorized use of any Codes or any other known or suspected breach of security and use your reasonable best efforts to eliminate and remedy any such breaches.

8.3 iPipeline assumes no obligations to you with respect to the security of your information if you or any third party has given your Codes to unauthorized users or if you fail to keep your own systems secure and free of viruses. In addition, except to the extent required by applicable law, iPipeline has no obligation to store or maintain any information you provide through our systems except to the extent that the applicable services provide for storage (CRM, AMS and iGO e-App products; in the case of iGO e-App, transaction data is stored for 120 days from the date of last activity for such transaction).

8.4 To the extent any services are provided through silent-login, federated identity management, or for services for which security is not required, you agree to provide iPipeline with the number of users you are authorizing to use such services and you hereby authorize iPipeline the right to audit such number upon request. iPipeline reserves the right to invoice you in arrears, and you will be required to pay, for additional licenses used directly or indirectly by you or your users which were not reported to iPipeline and paid for by you. This information is also required for infrastructure planning purposes.

9. Confidentiality.

9.1 For the purposes hereof, Confidential Information shall mean all nonpublic and proprietary information of a party and includes, without limitation, the terms of this Agreement, the financial, marketing, research and development, technical, and merger or acquisition information; technical information, information received from third parties that a party is obligated to treat as confidential, and the terms of this Agreement. Without limiting the foregoing, iPipeline's Confidential Information shall be deemed to include current and future iPipeline Technology and Content (other than Content provided by you). Confidential Information includes not only written information but also information transferred orally, visually, electronically, or by other means.

9.2 Each party agrees not to disclose and will protect the other's Confidential Information disclosed in connection herewith from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information, but in no event using less than a reasonable degree of care to protect such information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of the Agreement.

9.3 The parties respective confidentiality obligations of non-use and non-disclosure shall not apply to any information that (i) has been disclosed in publicly available sources; (ii) is, through no fault of the party receiving the information hereafter disclosed in a publicly available source; (iii) is in rightful possession of the party receiving the information without an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to information disclosed by the other party hereunder. This Section 9 shall survive the expiration or termination of this Agreement. In the event that either party is required by law, regulation, legal process or court order to disclose any Confidential Information of the other, the disclosing party shall promptly notify the other in writing prior to making such disclosure in order to facilitate that party to seek a protective order or other appropriate remedy from the proper authority. Both parties agree to cooperate with the other in seeking such court order or other remedy, and further agree that if a court order or other remedy is not successfully obtained the receiving party will furnish only that portion of the other party's Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be

accorded to the Confidential Information.

10. Limited Warranty; Disclaimers.

10.1 iPipeline warrants that it will use its commercially reasonable efforts to make the Licensed Items available to you in accordance with the terms hereof under normal use and circumstances. Your sole and exclusive remedy for breach of this warranty is for iPipeline to use its commercially reasonable efforts to repair or correct the defective Licensed Items.

10.2 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, NEITHER IPIPELINE NOR ITS LICENSORS MAKES ANY REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE LICENSED ITEMS, ANY MODIFICATIONS, DOCUMENTATION OR OTHER ITEMS, RELEASES OR SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, OR ANY IMPLIED WARRANTIES PERTAINING TO TITLE.

10.3 WITHOUT LIMITING THE FOREGOING, YOU HEREBY ACKNOWLEDGE AND AGREE THAT NEITHER IPIPELINE NOR ITS LICENSORS GUARANTY OR WARRANT THAT: (A) THE USE OF THE LICENSED ITEMS WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE LICENSED ITEMS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) THE QUALITY OF ANY LICENSED ITEMS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE LICENSED ITEMS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

10.4 Notwithstanding anything to the contrary, you hereby acknowledge and agree that iPipeline is not making any representation, warranty, or guaranty whatsoever with respect to any data or content including, without limitation, the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness thereof, and disclaims any such responsibility or authority with respect thereto.

10.5 You are solely and exclusively responsible for the control, operation and security of your internet transactions and communications with third parties made through access to or use of the Licensed Items or any other deliverable, and iPipeline disclaims any such responsibility or authority. You hereby acknowledge that the internet is not a secure medium, may be inherently unreliable and subject to interruption or disruption and may be subject to inadvertent or deliberate breaches of your security.

11. Limitation of Liability.

11.1 NEITHER IPIPELINE OR ITS LICENSORS ON THE ONE HAND NOR LICENSEE ON THE OTHER HAND SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM EITHER PARTY'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT OR ANY OF THE ATTACHMENTS HERETO, OR RESULTING FROM THE FURNISHING, PERFORMANCE OR USE OF ANY LICENSED ITEMS, CONTENT OR OTHER MATERIALS DELIVERED TO YOU HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY, EVEN IF THE PARTIES HERETO HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 EXCEPT IN CONNECTION WITH A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9 AND ITS INDEMNITY OBLIGATIONS UNDER SECTION 12, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF IPIPELINE AND ITS LICENSORS EXCEED THE AMOUNTS ACTUALLY PAID BY YOU FOR THAT PORTION OF THE LICENSED ITEMS GIVING RISE TO SUCH LIABILITY DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

12. Indemnification.

12.1 You agree to indemnify, defend and hold harmless iPipeline, and its subsidiaries, affiliates and licensors, as well as each of their officers, directors, employees, attorneys and agents, from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) a claim alleging that use of the Collective Data infringes the rights of, or has caused harm to, a third party; (b) any breach of any of your warranties and representations or your failure to fulfill any of your agreements under the Agreement; (c) a claim that arises out of personal injury or property damage caused by your negligence or willful misconduct; (d) a claim that any Content provided by you hereunder and Pipeline's use thereof in conformance with the Agreement, infringes or violates any patent, copyright, trademark, trade secret, right of publicity, or other intellectual property, proprietary or contractual right of a third party; (e) any

Content provided directly or indirectly by you or any Authorized User (i) contains defamatory or libelous material or material which illegally discloses private or personal matters concerning any person, (ii) permits to appear or be uploaded any messages, data, images or programs which are illegal, contain nudity or sexually explicit content or are, by law, obscene, profane or pornographic, or (iii) permits to appear or be uploaded any messages, data, images or programs that would knowingly or intentionally (which includes imputed intent) violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, or trademarks or service marks used in an infringing fashion; or (f) any other claim resulting from a breach by you or your Authorized Users of any provision of the Agreement.

12.2 iPipeline agrees to indemnify, defend and hold you harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that the Licensed Items (excluding any Content therein) directly infringes any validly issued U.S. copyright, patent or trademark of a third party. iPipeline shall have no indemnity obligations to you hereunder, and you shall indemnify iPipeline under section 12.1 above, to the extent of any infringement claims arising as a result of the combination of any of the Licensed Items, or any portion thereof, with any of your products, Content, services, hardware, business process(es) or otherwise.

12.3 Each party's respective indemnification obligations hereunder are conditioned upon the party seeking indemnification: (a) promptly giving written notice of the claim to the indemnifying party; (b) giving the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified party of all liability); (c) providing to indemnifying party all available information and reasonable assistance upon request.

13. General Provisions.

13.1 You acknowledge that the Licensed Items and iPipeline Technology and other deliverables provided hereunder may be subject to export controls imposed by U.S. and Canadian laws and regulations, which may prohibit or restrict the exportation and re-exportation of such items. You solely responsible and liable for complying with all applicable export laws and regulations in effect from time to time, including without limitation the Canadian Export and Import Permits Act, the Canadian United Nations Act, the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act, and the regulations and restrictions of the United States Department of Commerce, the United States State Department, and the Canadian Department of Foreign Affairs and International Trade, and obtaining and complying with all licenses and approvals required under such laws and regulations.

13.2 All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given (i) upon personal delivery to the party to be notified, (ii) upon sending if by facsimile with confirmation, if sent during normal business hours and, if not, then on the next business day, (iii) three (3) days after mailing, if sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after dispatch, if sent by a nationally recognized overnight courier, addressed to the persons and pursuant to the addressed set forth in the Order Form. Any party may change its address for receiving notice by giving notice of a new address in the manner provided above.

13.3 You may not assign the Agreement in whole or in part without the prior written approval of iPipeline. A merger, consolidation or other reorganization resulting in a change of voting control of your entity shall be deemed an assignment hereunder. Any purported assignment in violation of this section shall be void.

13.4 The terms of Sections 2, 4.2, 7.2, 7.5, 7.6, 7.7, 7.10 and 8 through 14 shall survive the termination or expiration of the Agreement.

13.5 iPipeline shall be excused from failures or delays in delivery or performance hereunder if such failure or delay is attributable to causes beyond iPipeline's reasonable control, including without limitation, any outages or delays in the Internet. In the event of any such delay, the time of delivery or performance shall be extended for a period of time equal to the time lost by reason of such delay (unless otherwise specified in writing between the parties hereto).

13.6 The Agreement, and your relationship with iPipeline under the Agreement, shall be governed by laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. You and iPipeline agree to submit to the exclusive jurisdiction of the courts located within the City of Philadelphia, Pennsylvania to resolve any legal matter arising from the Agreement or your use of the Licensed Items. Nothing herein will restrict a party from seeking equitable relief from a court of competent jurisdiction in circumstances where any act or omission of the other party could result in irreparable harm for which the first party could not be compensated in damages and for which specific performance, an injunction or other equitable relief would be an appropriate remedy. The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply.

13.7 No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, Statement of Work, or other standard iPipeline Attachment, if applicable) shall add to or vary the terms and conditions of the Agreement.

13.8 The Agreement constitutes the whole legal agreement between you and iPipeline and govern your use of the Licensed Items subscribed for in connection herewith (but excluding any Licensed Items which iPipeline may provide to you under a separate written agreement).

13.9 If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and iPipeline as a result of this agreement or use of the Service. The failure of iPipeline to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by iPipeline in writing.

14. Definitions. The following definitions apply to the Agreement:

"Authorized User(s)" means one or more of your employees, representatives, consultants, contractors, brokers and/or agents for whom you have purchased a license to use the Service(s) and provided that such Authorized User is legally bound to comply with the terms and conditions of this Agreement. You and your Authorized Users shall only be deemed Authorized Users to the extent accessing the Licensed Items and links thereto through the Authorized Website. Any person or entity that accesses or uses the Licensed Items, even if unauthorized, shall be considered an Authorized User in any and all instances in which iPipeline has the right to indemnification under the Agreement due to use or actions, directly or indirectly, of such person or entity. For any portions of the Licensed Items licensed on a Named User basis, each Authorized User shall be assigned a single user key for use on one computer workstation or terminal at a time.

"Authorized Website" means the Website having the Uniform Resource Locator (URL) identified in the Order Form and which Website will be the only Website through which you are authorized to operate and use the Licensed Items.

"Collective Data" means, collectively, Consumer Data and Customer Data.

"Consumer Data" means any data, information or other material inputted or submitted by you, one of your Authorized Users or an insurance agent, broker, producer (or representative of any of the above), and such data is covered by Graham-Leach Bliley, HIPAA, or similar laws, rules and regulations and such data has not been lawfully released by such Authorized User for your use (even if you are paying for such Authorized User's right or license to use the Service(s)).

"Content" means the audio and visual information, documents, software, products, services, rates, forms, product information, underwriting requirements, underwriting guidelines, logos, logic, order forms, wizards, data or other content contained in the Licensed Items or provided by you to be made available to and used by Authorized Users under this Agreement.

"Customer Data" means any data, information or material, other than Consumer Data, provided or submitted by you or your Authorized Users in the course of using the Licensed Items.

"Enterprise" means a type of license that entitles Customer to use a specified product or service for which the license is granted throughout the Customer's organization and without limitation as to the number of users.

"Escrow Agreement" means the master Software Source Code Escrow Agreement dated March 17, 2011, as may be amended from time to time, entered into between iPipeline and InnovaSafe, Inc.

"iPipeline" means Internet Pipeline, Inc., whose principal place of business is at 750 Springdale Drive, Suite 100, Exton, PA 19341, United States.

"iPipeline Technology" means, collectively, the Licensed Items, the Content, iPipeline's Confidential Information and any and all other software, hardware, products, technical specifications, documentation, processes, algorithms, user interfaces, knowhow, techniques, designs and other tangible or intangible technical material or information made available hereunder and all modifications, ideas, enhancements, or other improvements thereto.

"Licensed Items" means, collectively, any and all (a) software, (b) software-based products and services, (c) documentation, and/or (d) other services or materials licensed and/or subscribed to by Customer pursuant to an Order Form.

"Named User" means a type of license that entitles Customer to allow only a certain number of named Authorized Users to use a product or service for which the license is granted. If a Named User license is granted for any Licensed Item, the

number of permitted named users must be specified in the applicable Order Form and if not specified then the number shall be deemed one Named User license. Customer shall maintain a list of the individuals who are authorized to use the applicable Licensed Items and will provide iPipeline with a copy of that list upon request. Customer may remove and replace users on the Customer's list at its discretion. However, Customer may not have more named users than the maximum number specified in the applicable Order Form, and Customer may not permit anyone who is not named in Customer's list to have access to or use the applicable Licensed Item unless Customer has obtained an additional license from iPipeline and paid any applicable fees associated therewith for that additional license. Unless otherwise agreed, the license fees for additional Named User licenses will be based upon iPipeline's list prices in effect at the time Customer orders the additional licenses.

"Order Form" means a purchase order form entered into by the parties pursuant to which Customer orders Licensed Items in accordance with, and subject to, the terms and conditions of the Agreement.

"Service(s)" means those iPipeline products and/or services that you have subscribed under the applicable Order Form.

Last updated: July 18, 2011