



Terms and Conditions

Internet Pipeline, Inc (“**iPipeline**”, also referred to as “**we**”, “**us**”, or “**our**”) will provide Customer and its licensed and Authorized Users (collectively, “**Customer**”, also referred to as “**you**” or “**your**”) with use of and access to those Services specifically subscribed to by you. Our Services are described more fully in the *Description of Services* available at www.ipipeline.com. Your registration for, or your use of, any of our Services shall be deemed to be your agreement to abide by these *Terms and Conditions*. For reference, a Definitions section is included at the end of this Agreement.

Unless specifically stated in writing by an authorized representative of iPipeline, our services are intended to be used only, and used solely as a business tool, by licensed insurance and securities brokers. Our services are not intended to be used or viewed by the residents of any state, territory or country which restricts its usage or requires specific permission or information to be included to allow its usage.

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Reasonable effort is made by iPipeline to ensure the content is accurate, complete, updated and current but due to constant changes in policies, approvals, participation and rates any item displayed could be outdated and/or inaccurate.

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.

1. **License Grant.** iPipeline hereby grants you a non-exclusive, non-transferable, worldwide right to use and access, during the term of this Agreement, the subscribed Services, solely for your own internal business purposes, subject to the terms and conditions of the Agreement. All rights not expressly granted to you are reserved by iPipeline and its licensors. You will not have access to or be provided with source code for any software provided to you for your use under this Agreement.
2. **License Restrictions:**
 - a. Use of the Services may only be accessed by Authorized Users directly from the Authorized Website. Only Authorized Users may access the Services. Authorized Users are prohibited from linking the Services through any website other than the Authorized Website. You will use your best efforts to prevent other websites from referring, linking to or accessing the tools and Services being subscribed to under this Agreement. You agree to provide your Authorized Users with a copy of this Agreement. We reserve the right to provide a copy of this Agreement to any of your Authorized Users at any time.
 - b. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Services in order to (a) build a

- competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services.
- c. Authorized User licenses are licenses typically granted to specific individuals to use our Services. Enterprise licenses are licenses typically granted to business and cover specific volume to a particular Uniform Resource Locator ("URL"). Neither type of license is permitted to be shared, but may be reassigned from time to time to new Authorized Users and/or URLs upon iPipeline's prior approval.
 - d. You may use the Services only for your internal business purposes and shall not interfere with or disrupt the integrity or performance of any of our Services or the data contained therein or attempt to gain unauthorized access to our Services or its related systems or networks.
 - e. Unless specifically stated in the order or comments section of this Agreement or a related statement of work, this Agreement does not include the integration of any third party services, products, web services or other calls for any purpose, including but not limited to single sign-on, data retrieval, validation or connecting to other objects.
 - f. Unless specifically stated in the order or comments section of this Agreement or a related statement of work, this Agreement does not include any dedicated hardware that may be required by you and you agree that your data can be stored on hardware that may contain iPipeline or other user or customer data or applications.
 - g. Unless specifically stated in the order or comments section of this Agreement or a related statement of work, this Agreement does not allow for your Authorized Users to contact iPipeline directly for support. Customer shall be solely responsible for all support of its Authorized Users, including desktop support, in using our Services. Customer shall designate up to 5 of its employees who may contact iPipeline for support relating to our Services.
 - h. You shall make no representation to any third party that you are (or otherwise hold yourself out as being) an agent, employee, subsidiary or other affiliate of iPipeline.
3. **No Transfer of Intellectual Property Ownership.** iPipeline alone (and its licensors, where applicable) shall own all right, title and interest, including all copyrights, trademarks, service marks, patents (if any), trade secrets and any other related intellectual property rights, in and to the iPipeline Technology, the Content and the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to our Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to our Services, the iPipeline Technology or the intellectual property rights owned or licensed by iPipeline. The iPipeline name, the iPipeline logo, and the product names associated with our Services are trademarks of iPipeline or third parties, and no right or license is granted to use them.
4. **Charges and Payment of Fees.**
- a. You hereby agree to pay the fees communicated to you at the time of your order, as well as the fees set forth herein ("Fees"). In most cases, iPipeline charges and collects Fees in advance for its Services. These Fees typically include, but are not limited to:
 - i. Setup and License Fees are one time charges for initiating the license to use one of our Services. Among other things, such Fees are used to offset initial development costs, development tools, and general infrastructure costs. Setup Fees and License Fees are due prior to the initiation of the applicable Service. Setup and License Fees are strictly non-refundable.
 - ii. Maintenance and Subscription Fees are periodic Fees charged for maintaining the functionality of the licensed Service. Among other things, such Fees are used to offset continuing development and operational costs, research costs, 3rd party software costs, integration expense, bandwidth costs, and direct customer support costs (our customer

Service support of your Authorized Users is not included unless specifically subscribed). Maintenance and Subscription Fees are due 10 days prior to the start of the applicable subscription or maintenance billing period. The minimum maintenance and subscription fees to be paid under this Agreement during the initial term shall be the number of months in the minimum term multiplied by the monthly maintenance and subscription fees. Unless otherwise noted on the order section of the Services Agreement, maintenance and subscription fees shall begin upon the execution of this Agreement by both parties. In the event that the customer is engaging iPipeline to design and setup a website as part of the services being provided, the monthly maintenance and subscription fees for the services to be included in such website shall begin within three (3) weeks of iPipeline submitting a preview, or draft site, for review by the customer. iPipeline shall require a minimum of one (1) week notice of changes to such draft site in order to complete such work.

- iii. Overage and Transaction Fees apply to those Services that we charge for usage that is in excess of the usage allowed under the Subscription and Maintenance Fees. Overage and Transactions Fees will be billed at the end of each month, quarter, or year at the discretion of iPipeline. iPipeline reserves the right to require a security deposit for those Services that may contain significant Overage or Transaction Fees.
 - iv. Professional Fees are for specialty services that iPipeline may offer to a Customer from time to time. Deposits are required on all Professional Fees and change orders will be billed as incurred throughout the term of a project. You are responsible for providing timely feedback in regard to website design services. Fees paid as part of a website design package are not refundable and you must use such services, in full, within 270 days of the order date or such services due shall expire. Generally, design resources are available to begin work within 2 to 3 weeks of the contract.
 - v. iPipeline shall also bill all reasonable out of pocket expenses it incurs in implementing, customizing or providing Services to you. Such expense may include, but are not limited to, transportation, lodging, meals, sundry, website registration, software purchases, and other reasonable expenses. iPipeline will ensure such expenses, if any, would be incurred with the same commercially reasonable care as if iPipeline was incurring these expenses for itself.
- b. Unless you are prepaying quarterly or annually, you must provide iPipeline with valid credit card for payment. Monthly prepayment by check may be made with the addition of a \$10 service charge and with a security deposit equal to your total monthly Subscription Fees with us.
 - c. Sales tax is not included with any Fees presented in this agreement and you agree to be billed and pay for any such tax if applicable. Returned checks, declined credit cards, and late payments will incur a \$25 fee per incident plus a 1.5% finance charge or the highest amount permitted by law, whichever is lower, per month that any payment is late.
 - d. iPipeline may provide Services to you upon your verbal or emailed request. You agree to be billed for such Services and pay for such Services. iPipeline may require written or on-line agreements for orders or requests exceeding or expected to exceed \$1,000.
 - e. iPipeline reserves the right to increase its Fees up to once a year on an annual basis during terms greater than one year or whenever a term is renewing, 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. iPipeline may include a cap on any such increase for agreements with a minimum term of 24 months; such cap, if any, will be specifically noted on your order with us.
 - f. All pricing terms are confidential, and you agree not to disclose them to any third party. Disclosure of your pricing terms by you or your designee to any third party may result, at iPipeline's sole discretion, in an immediate increase in your Fees to our then existing retail rates or a termination of this Agreement.

- g. You agree to provide iPipeline with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. You agree to update this information within 30 days of any change to it.
 - h. If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.
5. **Non-Payment and Service Suspension.** In addition to any other rights granted to iPipeline herein, iPipeline reserves the right, in its sole discretion, to suspend any Service 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 license or Service is suspended, iPipeline reserves the right to impose a reconnection Fee for re-instatement of such suspended Services. You further agree that you shall reimburse iPipeline for all collection costs (including attorneys' fees and costs) incurred by us in pursuing payment from you for any Fees not paid in accordance with this Agreement and that such collection costs may be included by any collection agent we hire to pursue payment. If our Services to you are discontinued due to non-payment, the links provided by iPipeline will notify any Authorized User trying to access them that the Service is not available and that a balance is due to re-activate the Services. It is your responsibility to remove links to our Services from your website upon termination of the Services for any reason.
6. **Term.** This Agreement and your license to use the Services shall continue until you cancel the Services as provided herein or until this Agreement is terminated by iPipeline:
- a. **Cancellation.** After the initial term of a subscription to one of our Services, you may cancel such subscription at any renewal term with 60 days advanced written notice. The cancellation shall become effective after the 60 days notice so long as all amounts, including any cancellation Fees, due iPipeline are paid in full. If such amounts are not paid in full, then amounts due under the contract will continue to accrue until such time as all amounts are paid in full and the cancellation shall not become effective.
 - b. **Termination.** iPipeline, in its sole discretion, may terminate your password, account or use of any of our Services if you breach or otherwise fail to comply with this Agreement, including, without limitation, any breach of your payment obligations or unauthorized use, such as unauthorized referral linking, of the iPipeline Technology or Services. In addition, iPipeline may terminate a free or test account at any time in its sole discretion.
7. **Effect of Termination on Collective Data.**
- a. **Upon Breach.** You agree and acknowledge that iPipeline has no obligation to retain your Collective Data, and may delete such Collective Data, if you have breached this Agreement in any manner, and such breach has not been cured within 30 days of notice.
 - b. **Otherwise.** In the event this Agreement is terminated other than by reason of your breach, iPipeline will make available to you, for a fee, a file of any Collective Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that iPipeline has no obligation to retain the Collective Data, and may delete such Customer Data, following 30 days after termination.
8. **Collective Data; Privacy.**
- a. iPipeline does not own the Collective Data. You, and not iPipeline, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any Collective Data, and iPipeline shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Collective Data. You are responsible to back up your own Collective Data through paper records or otherwise. You agree that iPipeline is permitted to access and use any information provided by you in order to perform any Services under this Agreement and, if necessary, to

access such information to obtain contact information in order to provide notifications relating to these Services to you.

- b. You and your Authorized Users hereby recognize that certain of the information that may be conveyed by you or your Authorized Users on these Services may be personal non-public information from a consumer, and in that regard you hereby certify to us that you have complied with all 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 (“Privacy Laws”). You further certify that any consumer or customer whose information may be inputted, submitted to, and/or appear on these Services has given you the authorization to convey this information to and through our Services and for further conveyance to certain other entities. Moreover, you understand and certify that we are relying upon this representation in allowing you access and use our Services and that if you have in any way failed to comply with any Privacy Laws that we would not have permitted to you access and use our Services. Upon request, you hereby agree to provide us with a certification that you have complied with such Privacy Laws. You agree to indemnify, defend and hold us 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 of an Authorized User of this provision.
- c. From time to time, Collective Data may be disseminated to unaffiliated third parties, including without limitation, insurance carriers, general agents, distributors, paramed providers, call centers, and other parties who need to know that information to assist us in providing our Services for you. However, no such information shall be released to a third party unless an Authorized User submits a request through our on-line Services to release such information. Any transfers of such information will be conducted using commercially reasonable methods.

9. Security.

- a. You agree to administer and maintain user logins and passwords (collectively, “Code(s)”), if applicable, for your Authorized User(s). You are fully responsible for the security of your Codes. You shall only give Codes to Authorized Users and only one (1) unique Code may be given to each Authorized User. Each Authorized User is responsible for the use of Services under his Codes, and for maintaining the confidentiality of such Codes. iPipeline will not reimburse Customer for any Fees incurred by an unauthorized third party that uses or otherwise accesses any Authorized User's Codes.
- b. You shall: (i) notify iPipeline immediately of any unauthorized use of any Codes or any other known or suspected breach of security; (ii) report to iPipeline immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Authorized Users; and (iii) not impersonate another iPipeline user or provide false identity information to gain access to or use the Services.
- c. iPipeline shall use commercially reasonable measures to protect the security of the Services. However, iPipeline (i) can not guarantee the security of information if you have given your access information (i.e. Codes) to unauthorized users or you do not keep your own systems secure and free of viruses, (ii) shall not be liable in any way for a compromise of your data, and (iii) except to the extent required by applicable law, has no obligation to store or maintain any information you provide to it, unless you agree to pay iPipeline for such storage services. You agree to print or save a copy of your information for your records.
- d. For Services provided through silent-login, federated identity management, or for Services for which security is not required, you agree to provide us with the number of users you are authorizing to use such Services and shall provide us with the access to audit such number upon our reasonable request. iPipeline reserves the right to bill in arrears for additional licenses used by you or your users which were not reported to iPipeline.

10. Confidentiality.

- a. For the purposes of this provision, Confidential Information shall include:
 - i. In the case of iPipeline, the terms of this Agreement, Fees, products, technical specifications of the Service, backend systems, source code to software, financial information, designs, ideas, costs, prices and customer names, formatting, programs, customer data, technologies, hardware and any other materials and information, developed by us or any of our employees or subcontractors used by us in connection with the provision of Services under Agreement.
 - ii. In the case of Customer, its Collective Data, materials or reports, names, address, demographic, behavioral, credit information of Authorized Users or customers, issuance strategies or methods, business objectives, or marketing programs and methods.
- b. Information shall not be considered Confidential Information if it is generally known in the industry or in the public domain, has otherwise been made available to you or us through legal means. Additionally, either of us may disclose such information to the appropriate parties if either of us are obligated to do so by order of any courts or pursuant to any law or governmental regulation.
- c. Each party will protect the other's Confidential Information disclosed in connection with this Agreement from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement.

11. Additional Provisions for Users and Providers of Content:

- a. You hereby grant to iPipeline a non-exclusive, non-transferable, limited license, subject to the termination or expiration of this Agreement, to store and maintain your Content in our systems and make such content available to authorized iPipeline customers and subscribers. iPipeline may make such copies of your Content as may be necessary to perform its obligations under this Agreement, including back-up copies of your Content. All of your Content, including, without limitation, any and all copyrights, trademarks or trade names and other proprietary rights inherent therein or appurtenant thereto, are and shall remain your exclusive property. Content shall be made available to authorized customers of iPipeline who select such information to be included in their profile. Content may be limited by the specific Content Distribution Services selected by you.
- b. You shall provide iPipeline with your Content that you have subscribed to publish and distribute through our systems within 30 days of the date of the Agreement, Attachment, or Order Form for such Services. You agree to deliver to us the Content formatted solely in the form specified by us. Such Content will then be inputted into our system (by iPipeline or you depending upon the Service subscribed to). The entering party shall use its best efforts to input such data within 45 days (if iPipeline, it will be 45 days from receipt of such data). You will then have thirty (30) days to review and audit such Content before publication through our systems. It is understood and agreed that you retain sole editorial discretion regarding the inputted Content except for display format standards which shall remain in control and the property of iPipeline.
- c. You agree to input or provide Pipeline with such Content that is necessary to update the system and/or replace such outdated information in the system within five (5) days after you make such change to your products.
- d. If you have elected to have iPipeline maintain your Content within the system then you agree to provide iPipeline will all changes to such information with as much advance notice as possible. iPipeline may also contact you on a periodic basis if it has not received changes from you in more than a month. You agree to provide notice and any changes or additions via:
 - i. email to content@ipipeline.com or;
 - ii. via facsimile to (484) 348-6559.

- e. Upon receipt of such changed or additional Content delivered to us, we agree within five (5) business days to incorporate such additional or changed Content into the system. We will provide you with notice of updating such information in the system and expect that a review of such changes or additions will be completed by you. We will not be responsible for any inaccuracies or errors. We will however use our best efforts to correct any such errors that are brought to our attention by you.
- f. If you have selected the option of maintaining your Content within the system, then you will incorporate all changes and additions to the system as soon as possible and in no event later than five (5) days after such change becomes effective.
- g. Exact placement of your Content within the system will be at iPipeline's sole discretion. However, nothing in this Agreement grants us any right, title or interest in and to your underlying insurance or financial products which form the bases for your Content, your software, technology or other intellectual property rights (other than our right to have access to such technology for the sole purpose or providing the Services hereunder) used by you in providing and administering your insurance and financial products.
- h. You agree to work with us to ensure that your Content in our systems and all information generated as a result of using our Services is compliant with all relevant laws and regulations, including but not limited to, state insurance regulations and statues and Privacy Laws.
- i. You expressly acknowledge that our Services allow for a significant amount of configuration, customization, and permit additional customized content to be added by authorized end users. At no time will iPipeline be held liable for any content uploaded or entered directly by persons who are not iPipeline employees or agents.
- j. We agree to provide you with credentials for the sole purpose of accessing and reviewing your Content on our system and as it would appear when using our Services.

12. Additional Provisions for Users and Customers of Content:

- a. Our Services may include aggregated 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 3rd parties. From time to time, such insurance companies and other content providers may discontinue providing such information or features to iPipeline or request that we restrict such information or features from being provided to you. You understand that we may not be able to offer all content and features you expect or require.
- b. You also acknowledge and agree that we shall report to your inclusion of any Content in your profile, as the case may be, to such provider of such Content. We may also provide aggregated usage information to these providers. If such provider of Content requests that its content be removed from your profile, you agree that we may comply with such request. However, we will not provide any specific end user information.
- c. If you are an insurance company or other manufacturer of financial services products and you are subscribing to use our Services 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 our other customers. We will only provide such information which is available in the public domain such as rate information and product information. We will NOT share any Customer Data that is not considered Content and which is proprietary to such customer.
- d. You also acknowledge and that the process of aggregating information involves significant human involvement, and as such, our systems may be subject to human error. Although we take great care in inputting and reviewing the Content in our systems, such Content may contain errors and omissions. You hereby expressly agree to hold iPipeline harmless from any and all of these errors and omissions and any claims or damage they may cause.

13. **Additional Provisions for Status Users and Customers.** You agree to (i) have a dedicated (i.e. Always On) connection to the internet with ample bandwidth (and you will be responsible for any usage Fees due your internet service provider, if any); (ii) be running an iPipeline supported database server and iPipeline reserves the right to add or drop support for database servers as market conditions dictate; (iii) provide us with a public IP address for the database server which you employ a firewall and restrict access to this IP address to only those ports and IP addresses and/or networks provided by iPipeline; (iv) provide us with the name of the database that will be read by our Status Services; (v) provide us with a user ID and password (and changes to such) with read-only rights only which has access to the database that will be read by our Status Services; (vi) assist us in successfully connecting to and accessing your database (if you require our assistance in configuring your database then such services will be provide at our current labor rates); and (vii) indemnify iPipeline for any claims relating to security breaches of your database server.
14. **Additional Provisions for Users and Customers of Services Containing Variable Insurance or Securities Content or Tools:** You hereby represent and warrant to iPipeline that you and your applicable subsidiaries, employees, agents, representatives are properly licensed to engage in the business of selling, or soliciting, insurance products, securities or combination thereof, as the case may be, including, without limitation, variable life/annuity products or any derivation thereof. You also agree to password protect, using strong authentication, our tools on your website which may contain variable product information, rates, forms or any other content related to variable life/annuities or products/services which require such and to include appropriate disclaimers to avoid unlicensed or unregistered parties from using any such information. If you do not have appropriate password protection tools, you may subscribe for such through iPipeline. You agree to indemnify iPipeline and its employees, officers, directors, shareholders and affiliates (collectively, the "Indemnified Parties"), and to hold the Indemnified Parties harmless from and against any and all loss, damage, liability and expense, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Damages"), arising out of any misrepresentation made by you, any breach of any of your warranties and representations, your failure to fulfill any of your agreements under this Agreement or any such Damages arising from conduct of your business, including, without limitation, any dispute with the your customers, potential customers or solicitees.
15. **Additional Provisions for Users and Customers of Ordering, Processing, Signature/E-Signature, Validation, Electronic Application or Data Transmission Services:** iPipeline does not sell, nor does it manufacture, underwrite, wholesale or distribute insurance products. Unless specifically stated in the order or comments section of this Agreement or a related statement of work, this 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 and all insurance transactions you order, process, sign, validate or transmit through any of our services. You also agree to password protect, using strong authentication, our tools on your website which may provide the ability for any such services. If you do not have appropriate password protection tools, you may subscribe for such through iPipeline. You agree to indemnify Indemnified Parties, and to hold the Indemnified Parties harmless from and against any and all Damages, including but not limited to death benefit claims, or premium or market timing differences, arising out of any misrepresentation made by you, any breach of any of your warranties and representations, your failure to fulfill any of your agreements under this Agreement, the failure of any such transaction being completed or being executed in a timely manner or policy being issued or any such Damages arising from conduct of your business, including, without limitation, any dispute with your customers, potential customers or solicitees.
16. **Additional Provisions for Customers of IGO Forms:** Unless specifically stated in the order or comments section of this Agreement or a related statement of work, this Agreement does not include intelligent forms maintenance. Maintenance of forms shall be done in accordance with an applicable statement of work or such maintenance may be performed by Customer.
17. **Additional Provision for Users and Customers of IGO Forms Desktop Version:** Unless specifically stated in the order or comments section of this Agreement or a related statement of work, this Agreement does not cover the costs of the encryption or protection of data in a disconnected or untethered environment (i.e. ANY data stored on a customer or users' own hardware or computer). Customer and user are responsible for the protection of any and all data stored on their own hardware or any hardware which is not owned by iPipeline. You agree to comply with all laws, rules and

regulations relating to the storage of any and all data on such hardware not owned by iPipeline. You agree to indemnify Indemnified Parties, and to hold the Indemnified Parties harmless from and against any and all Damages, including but not limited to claims arising out of any misrepresentation made by you, any breach of any of your warranties and representations, your failure to fulfill any of your agreements under this Agreement, the theft of any data from your computer or any such Damages arising from conduct of your business or safeguarding of such data.

18. **Additional Provisions for E-Mail, DNS & Hosting Customers:** You agree to (i) have a dedicated (i.e. Always On) connection to the internet with ample bandwidth (and you will be responsible for any usage Fees due your internet service provider, if any); (ii) name iPipeline as a technical contact with your website registrar; (iii) authorize us to modify DNS settings as needed to provide you with Services; and (vii) indemnify iPipeline for any claims relating to security breaches of your website server.

19. **Warranties.**

- a. iPipeline represents and warrants that it will provide its Services in a commercially reasonable manner and that the Services will perform substantially in accordance with the Description of Services available at www.ipipeline.com under normal use and circumstances.
- b. Customer's sole and exclusive remedy for breach of the warranty contained in Section 16(a) above is that iPipeline will use commercially reasonable efforts to correct and re-perform the Services.

20. **No Other Warranties.**

- a. THE CONTENT AND SERVICES ARE PROVIDED "AS IS." FURTHERMORE, IPIPELINE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. IPIPELINE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT, WITHOUT LIMITATION: (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY IPIPELINE AND ITS LICENSORS.
- b. We recommend that you conduct your own due diligence with other information sources, including, independently contacting the applicable insurance carrier to confirm the accuracy of, and verify the information in this website before making or recommending any final decisions or implementing any financial, insurance or investment related strategy.

21. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY

INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL IPIPELINE'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU FOR SUCH SERVICE GIVING RISE TO SUCH LIABILITY IN THE SIXTY (60) DAY PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

22. Certain Indemnities:

- a. Without limiting the scope of Sections 14, 15 and 17, you shall indemnify and hold iPipeline, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents 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: (i) a claim alleging that use of the Collective Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of this Agreement; (iii) a claim that arises out of personal injury or property damage caused by your gross negligence or willful misconduct; (iv) a claim for any Content provided by you hereunder, including 3rd party software for use in our iSolve services, and Pipeline's use thereof, in conformance with 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; contains defamatory or libelous material or material which illegally discloses private or personal matters concerning any person; 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 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 (v) a claim arising from the breach by you or your Authorized Users of Agreement, provided in any such case that iPipeline (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release iPipeline of all liability and such settlement does not affect iPipeline's business or Services); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.
- b. iPipeline shall indemnify 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 our Services directly infringe a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided that you (a) promptly give written notice of the claim to iPipeline; (b) give iPipeline sole control of the defense and settlement of the claim (provided that iPipeline may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to iPipeline all available information and assistance; and (d) have not compromised or settled such claim. iPipeline shall have no indemnification obligation, and you shall indemnify iPipeline pursuant to this Agreement, for claims arising from any infringement arising from the combination of our Services with any of your products, Content, services, hardware or business process(s). Except as expressly set forth in this Section 22(b) or for Damages finally judicially determined by a court of competent jurisdiction as arising from iPipeline's willful misconduct or gross negligence, iPipeline shall not be liable to you.

23. General Provisions:

- a. **Modification to Terms.** iPipeline reserves the right to modify the *Terms and Conditions* of this Agreement or its policies relating to its Services at any time, effective upon posting of an updated version of this Agreement on the Service at www.ipipeline.com. You are responsible for regularly reviewing this Agreement. Continued use of any of our Services after any such changes shall constitute your consent to such changes.

- b. **Publicity.** At iPipeline's request, you will work with us to develop a mutually agreeable press release as soon as possible after commencement of any Service. In addition, you authorize us to publicly announce on our system, through our Services, or otherwise your participation in or use of our Services in a manner that is mutually agreeable to both you and us.
- c. **Third Party Interactions.** During use of our Services, 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 our Services. Any 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 sites on the Internet that are linked through our Services. 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 our Services to you pursuant to the terms and conditions of this 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.
- d. **Local Laws and Export Control.** You agree to comply with all applicable laws and regulations at your expense, including without limitations all applicable government export and import laws and regulations.
- e. **Notice.** iPipeline may give notice by means of a general notice on through our Services, electronic mail to your e-mail address on record in iPipeline's account information, or by written communication sent by first class mail or pre-paid post to your address on record in iPipeline's account information. You may give notice to iPipeline at any time by any of the following: (1) letter sent by confirmed facsimile to iPipeline at the following fax numbers (whichever is appropriate): **(267) 295-7908**; (2) letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to iPipeline at the following address: **Internet Pipeline, Inc. dba iPipeline, 415 Eagleview Boulevard, Suite 106, Exton, PA 19341** addressed to the attention of: **Chief Financial Officer**.
- f. **Assignment; Change in Control.** Any agreement you have with us may not be assigned by you without the prior written approval of iPipeline but may be assigned without your consent by iPipeline to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of iPipeline directly or indirectly owning or controlling 50% or more of you shall entitle iPipeline to terminate this Agreement for cause immediately upon written notice.
- g. **Survival.** The terms of Sections 1, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination, expiration or cancellation of this Agreement.
- h. **Force Majeure:** iPipeline shall be excused from failures or delays in delivery or performance hereunder if such failure or delay is attributable to causes beyond our reasonable control, including without limitation, any outages or delays in the Internet, which makes our performance or delivery commercially impractical. 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).
- i. **General.** This Agreement shall be governed by Pennsylvania law without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Chester County, Pennsylvania. 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 this Agreement. If any provision of this 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 this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by iPipeline in writing. These Terms and Conditions, together with the applicable Master Agreement and any related Attachment (including any Statement of Work and any Order Form), comprises the entire agreement between you and iPipeline and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

24. **Definitions.** The following definitions apply to these *Terms and Conditions*:

- a. "Aggregate Usage Information" means usage data collected by iPipeline relating to the usage of its systems and Services by any or all Authorized Users. Such information is the property of iPipeline for purposes of providing aggregated benchmarking statistics, or for billing purposes for those Services for which there are transaction charges. No individual customer usage information will be shared. We may aggregate such information with other customers' usage information for presentation to you or other customers who subscribe to our benchmarking services. This information does not include personally identifiable information;
- b. "Authorized User(s)" means your employees, representatives, consultants, contractors, brokers or agents who are licensed by us and authorized by you to use the Service(s) and, if applicable, have been supplied user identifications and passwords by you (or by iPipeline at your request) and a user is not an Authorized User if the user is trying to access or accessing our tools, Services, or links directly or indirectly through any website other than the Authorized Website. Any person or entity who accesses or uses our services, even if unauthorized, shall be considered an Authorized User in any and all instances in which iPipeline has the right to indemnification under this Agreement due to use or actions of such person or entity;
- c. "Authorized Website" means the Domain Name for the website specified to host the Services for which a subscription was purchased;
- d. "Collective Data" means Confidential User Data and Customer Data;
- e. "Confidential User Data" means any data, information or other material provided, inputted or submitted by an insurance agent, broker, producer (or representative of any of the above), other user who is one of your Authorized Users and such data is covered by Graham-Leach Bliley, HIPPA, or similar laws, rules and regulations and such data has not yet been appropriately released by such Authorized User for your use (even if you are paying for such Authorized User's license to use our Service(s));
- f. "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 or made available to you in the course of using our Services;
- g. "Customer Content" means any subset of Customer Data provided or submitted by you for use in our Services as Content to be distributed and used by other iPipeline customers and users who subscribe to access or are authorized to use such Content;
- h. "Customer Data" means any data, information or material, other than Confidential Agent Data, provided or submitted by you or your Authorized Users for use in our Services in the course of using our Services. Customer Data shall not include any Confidential User Data;
- i. "Effective Date" means the earlier of: (1) either the date you sign an agreement with us and we counter-sign such agreement (2) this Agreement is accepted by selecting the "I Accept"

option presented on the screen after this Agreement is displayed or (3) the date you begin using our Services;

- j. "iPipeline" means Internet Pipeline, Inc., a Pennsylvania corporation;
- k. "iPipeline Technology" means all of iPipeline's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by iPipeline in providing the Service(s);
- l. "Master Agreement", "Order Form", or "Agreement" means, collectively, these ***Terms and Conditions*** (whether online or written) together with any other related Agreement, Master Agreement, Order Form, Statement of Work ("SOW"), Attachment and any materials available on the iPipeline website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by iPipeline from time to time in its sole discretion;
- m. "Service(s)" means any service or services provided by iPipeline including those services more fully described at www.ipipeline.com under ***Description of Services*** and services identified during the ordering process, developed, operated, and maintained by iPipeline, accessible via <http://www.ipipeline.com> or another designated web site or IP address, or ancillary online or offline products and services provided to you by iPipeline, to which you are subscribing to and being granted access to under this Agreement, including the iPipeline Technology and, if applicable, the Content; and
- n. "Statement(s) of Work", "SOW(s)", "Attachment(s)" or "Order Form(s)" means any existing or subsequent forms or agreements submitted online or in written form, specifying, among other things, the number of licenses and other Services contracted for, the applicable Fees, the billing period, and other charges as agreed to between the parties, each such electronic or written document to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Statement of Work, SOW, Attachments or Order Form, the terms of this Agreement shall prevail, unless clearly stated otherwise).

Questions or Additional Information. If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to accounting@iPipeline.com.