

## Vertafore Interface Terms

These Vertafore Interface Terms (“**Interface Terms**”) are incorporated into the Order executed by Carrier and Vertafore.

CARRIER AGREES THAT THE AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY CARRIER. BY EXECUTING THE ORDER, OR BY DOWNLOADING, COPYING, INSTALLING OR USING VERTAFORE SOLUTIONS OR THE CONNECTION SERVICES, CARRIER AGREES TO BE BOUND BY THE AGREEMENT AND ACCEPTS ALL OF THE PROVISIONS OF THESE INTERFACE TERMS. THE AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS OR USES VERTAFORE SOLUTIONS OR CONNECTION SERVICES ON BEHALF OF THEMSELVES OR THE USER.

- 1. Introduction.** Vertafore develops, licenses and provides proprietary information technology, information solutions and related services for the insurance and securities industry. Carrier has agreed to allow a connection between certain Vertafore Solutions and Carrier’s systems by submitting an Order to Vertafore for Connection Services. Capitalized terms used but not defined in an Order have the meanings as set forth in Section 15 of these Interface Terms. Any terms and conditions provided by Carrier on a purchase order or other document not expressly incorporated into the Agreement shall not be valid. In the event of any conflict between the agreement documents, the inconsistency shall be resolved by giving precedence in the following order and where applicable: (i) the Order, including any Exhibits or Addenda; and (ii) these Interface Terms including any riders, addenda, schedules or exhibits added to the Interface Terms.
- 2. Connection Services.** Subject to the terms and conditions of this Agreement, Vertafore shall provide Connection Services which can be accessed solely by authorized agencies, which are licensed to do so by Vertafore and not by the Carrier directly (“Authorized Agencies”). Carrier is responsible for providing any and all necessary passwords to the Authorized Agencies required for the Authorized Agencies to connect to Carrier Information through the Interface.
  - 2.1. To Rating Solutions and Submission Solutions.** If Carrier has ordered a connection to a Rating Solution or Submission Solution, Vertafore shall provide the Interface to allow Authorized Agencies to access the Carrier Information through the Rating / Submission Solution.
    - 2.1.1. Implementation.** Vertafore will deliver the Interface in order to provide services to display and make available the Carrier and Authorized Agency Information (Carrier’s and Authorized Agency general information, Carrier’s rating and related questions, pricing details where applicable, and any other information, text, graphics, or data that is supplied by Carrier to the Authorized Agencies through the Interface) to the Authorized Agencies and to provide the other HTML coding and implementation programming necessary to render graphic displays of Carrier’s information within the Vertafore Solution.
    - 2.1.2. Access.** Vertafore shall allow Carrier access to the Vertafore Solution for testing purposes of the Interface and validation of the Carrier Information. Carrier shall provide Vertafore with a test account in its current web application that will be outside of the Interface to the Vertafore Solution and such test account will be used solely for validating the information returned in the Interface. **Exchange of Information.** Upon execution of this Agreement, Carrier shall promptly provide Vertafore with all information about Carrier’s web application reasonably necessary for Vertafore to deliver the Connection Services, including (as appropriate) all field specifications, pop-up messages or any other information about Carrier’s web application reasonably necessary for accurate rating.
    - 2.1.3. Communication.** Carrier shall respond to all of Vertafore’s reasonable questions regarding Carrier’s web application and the Carrier Information no later than five (5) business days following Vertafore’s request. Carrier and Vertafore shall each designate one of its employees as its contact person for the purposes of this Agreement.
    - 2.1.4. UAT.** Upon completion of the Interface that will be used to process the Carrier Information for each line of business by state, Vertafore will perform a QA testing of the Interface with test cases predeveloped by Vertafore. Upon completion of such testing for a line of business by state,

Vertafore will certify the Interface for that particular line of business by state as complete and notify Carrier of the completion of the certification process. Vertafore shall deliver Carrier the Interface for that line of business by state for user acceptance testing ("UAT"). Within a reasonable time, Carrier shall notify Vertafore that the UAT has been approved or rejected. If rejected, Vertafore will correct any errors and the Parties will restart the UAT process. If approved the Interface will be deemed production ready. Vertafore will not provide the Connection Services for a particular line of business by state unless Carrier has accepted the relevant Interface through the UAT.

**2.1.5. Changes.** After the Interface is deemed production ready, Carrier shall provide Vertafore reasonable notice of any changes in the web application, site, web service or Carrier implementation information that could affect the performance or the accuracy of the Interface prior to such changes becoming effective. Within ten (10) days after receiving notice of such changes, Vertafore shall revise the Interface for the services to reflect such changes. Within a reasonable time after receiving notice from Vertafore that the revised Interface has been approved, Carrier shall deliver notice to Vertafore either approving or rejecting such changes. If Carrier rejects the Interface changes, Vertafore will correct any errors and the Parties will restart the UAT process.

**2.1.5.1. Accuracy.** If either Party reasonably believes that the Interface is not accurately conveying Carrier's or Authorized Agency information, that Party shall promptly provide notice thereof to the other Party and the Parties shall use commercially reasonable efforts to resolve any issues with respect to the Interfaces in question.

**2.1.5.2. To TransactNOW.** If Carrier has ordered a connection to TransactNOW, Vertafore shall provide Connection Services to allow the Authorized Agencies to access the Carrier Information and to submit information and/or initiate configured workflows to Carrier by utilizing TransactNOW.

**2.2.1 Interface.** The Interface will (i) authenticate an Authorized Agency into Carrier's agent website using Carrier's security criteria stored in the Authorized Agency's TransactNOW account; (ii) enable a general link within TransactNOW directly to the Carrier's agent website home page, plus specific links from each of the policy, billing, and claims inquiries to the corresponding policy, billing, and claims workflow pages in the Carrier's agent website; (iii) enable a specific link within TransactNOW directly to the requested endorsement workflow page within the Carrier's agent website; (iv) allow Authorized Agents to submit a Quote Request to Carrier utilizing the Vertafore Software; (v) allow Carrier to send claims related information to Authorized Agencies either to TransactNOW or to the agency management system of the Authorized Agency; and (vi) allow Carrier to send Authorized Agency information that is typically sent via fax or email.

**2.2.2 UAT.** Carrier will be allowed up to three (3) configurations pursuant to Vertafore's Carrier UAT program within the demo / UAT environment.

**2.2.3 Release Schedule.** Vertafore maintains a regular release cycle and support schedule for TransactNOW. Carrier requests for an off-cycle release and/or off hours support may be accommodated with pre-approval by Vertafore and provided at Vertafore's then current rates.

### **3. Professional Services.**

**3.1 General.** Professional Services may be performed by Vertafore's employees and/or by Vertafore-approved subcontractors. The successful and timely rendering of the Professional Services requires the good faith cooperation of Carrier. Carrier shall provide reasonable cooperation to Vertafore, including, without limitation, making available, as may be reasonably required or requested: (i) information concerning Carrier's business as it relates to the Professional Services; (ii) qualified personnel of Carrier; and (iii) sufficient access to Carrier's facilities and systems; provided that the foregoing shall be provided so as not to unreasonably disrupt Carrier's business. Where Carrier Data

is required to perform the Professional Services, and unless specified otherwise in the Services Addendum, Carrier must provide such Carrier Data in a timely fashion and in no more than ten (10) business days. The Professional Services and Charges are dependent upon such timely cooperation by Carrier and Vertafore will not be liable for delays caused by Carrier's breach of this Subsection 3.1.

**3.2 Acceptance.** Unless otherwise specified in the Order, the Professional Services and all resulting deliverables, including Vertafore Solutions in the case of configuration or implementation, shall be deemed accepted by Carrier on payment or ten (10) business days after performance or delivery, whichever occurs first. In no event will acceptance or payment be unreasonably withheld, conditioned or delayed.

**3.3 Change Management.** Additions or deletions to the number of resources or changes to the duration or scope of performance under an existing Order shall require the execution of a change Order which amends the original. No change requests by either Party shall take effect until such Order has been accepted and fully executed by the Parties, and the project will continue according to the current Order until any change is effective.

#### **4. Ownership.**

**4.1 Carrier Information.** Carrier exclusively owns all right, title and interest in and to the Carrier Information; provided, however, that Vertafore shall have the right to access, compile, and aggregate Carrier Information transferred through the Interface into De-Identified Data. Vertafore may use or distribute such De-Identified Data for any lawful purpose, including without limitation, analytics, benchmarking and research purposes. Vertafore may use Carrier Data as necessary to fulfill its obligations under this Agreement and for any other lawful internal business purpose including in connection with developing or enhancing new or existing Vertafore Solutions, subject to Section 8, Confidentiality.

**4.2 Vertafore Materials.** Vertafore exclusively owns all right, title and interest in and to the Vertafore Solutions and Connection Services including, but not limited to, (i) De-Identified Data; (ii) associated intellectual property rights; (iii) all improvements or modifications; (iv) all deliverables provided to Carrier; and (v) all feedback, suggestions, or ideas provided by Carrier relating to the Vertafore Solutions and Connection Services during the course of the business relationship. No right, title or interest in or to the above list is granted or otherwise transferred to Carrier.

**5. Vertafore User Group.** Carriers may be provided access to a Vertafore User group community where they can interact with other Users. Carrier agrees that Vertafore may provide Carrier information such as its business name; primary contact name; contract information, such as email address or phone number; and the names of products licensed by Carrier to the applicable Vertafore User group.

#### **6. Charges, Payment and Taxes.**

**6.1 Charges and Payment.** Unless stated otherwise, all Charges stated on the Order are in United States dollars and are exclusive of applicable taxes and expenses. Charges are only applicable to the specific Interfaces set forth on the Order for the Term; changes or additions may be subject to the then current market rates and require execution of a new Order. Certain Charges are calculated on a per-transaction basis and this will be specified on the Order. Carrier shall pay the applicable Charges in accordance with any payment terms and schedules for payment set forth in each applicable Order. Invoicing commences on the Order Effective Date. Unless otherwise specified, undisputed Charges shall be due and payable by Carrier (i) within thirty (30) days of the date of Vertafore's invoice or the Order Effective Date for all upfront or setup Charges, or (ii) on a rolling basis as specified in the Order and commencing on the Order Effective Date or delivery date as specified in the Order. Disputes to Charges must be brought before the invoice or Charges become due or they will be deemed accepted. Where Carrier provides Vertafore with electronic payment information to effectuate payment, Carrier authorizes Vertafore to charge for the Connection Services listed on the Order or applicable invoice. Charges not paid when due may bear interest at a rate of up to one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lowest. Charges are non-cancellable and payments made are non-refundable unless otherwise indicated in the Order. Carrier may designate a third party payer responsible for payment

on all invoices, however, Carrier remains responsible and if the third party fails to make timely payment, Vertafore can collect from Carrier.

**6.1.1 Transactions for Rating Solutions.** For Connection Services to a Rating Solution, a transaction occurs every time a request for, exchange of, or supply of data is processed through the Interface. All Charges for Transactions will be detailed on the Order. Transactions are calculated at a regular interval in the arrears as specified on the Order.

**6.1.2 Transactions for TransactNOW.** For Connection Services to TransactNOW, a transaction occurs each time (i) an Authorized Agency logs into or accesses the Carrier's website through TransactNOW and performs an inquiry or any integration operation; (ii) each time the Carrier Interface logs into or accesses Carrier's website from within TransactNOW; and (iii) each time TransactNOW accesses a carrier's web service during any integration operation.

For example, if an Authorized Agency uses TransactNOW for a billing inquiry which logs into the Carrier's website that will count as one transaction. If, while in that billing inquiry within TransactNOW the Authorized Agency decides to use the Carrier Interface to go to the policy in the Carrier's website, then an additional transaction will occur because TransactNOW is logging in again to actually bring the Authorized Agency to the desired place at the Carrier's website. In addition if the agent, while using TransactNOW, selects multiple policy inquiry options simultaneously then each option shall constitute a new transaction, even though TransactNOW returns them all simultaneously. For example, if the agent using TransactNOW selects both billing inquiry, and claims inquiry, then 2 transactions shall be counted.

**6.2 Changes to Charges.** Except as may be specifically set forth in an Order, Vertafore may change the Charges for the Connection Services upon sixty (60) days' notice to Carrier no more than once per year. Vertafore may change the Charges if Carrier's mergers, acquisitions or divestitures give additional access to the Connection Services.

**6.3 Taxes.** All Charges are exclusive of, and Carrier shall be responsible for, all applicable taxes, levies, or duties, and Carrier will be responsible for payment of all such taxes, levies, or duties, excluding taxes based solely on Vertafore's income. Carrier will pay all Charges free and clear of, and without reduction for, any VAT, GST, withholding, or similar taxes; any such taxes imposed on payments of Charges will be Carrier's responsibility, and Carrier will provide receipts issued by the appropriate taxing authority to Vertafore on request to establish that such taxes have been paid.

**6.4 Subpoenas / Service of Process Documentation Requests.** Vertafore may require Carrier to pay for all costs directly incurred by Vertafore in connection with responding to any subpoena or other legal process if directly related (i) to the Vertafore Solutions provided to Carrier under the Agreement or (ii) specifically requested by Carrier. Any Charges incurred under this Section shall be subject to Vertafore's current time and materials flat rate for Professional Services.

**6.5 Failure to Pay.** If Carrier fails to pay any amount within thirty (30) days of the due date Vertafore may suspend the applicable Connection Services related to Carrier's failure to pay. During any suspension, Vertafore's obligation to provide such Connection Services shall cease until such time as Carrier becomes current on its payment of the applicable Charges (including all past due amounts, costs of collection and applicable late payment fees). In the event of a default in the payment of an invoice, Carrier will be responsible for all of Vertafore's costs of collection, including, but not limited to, court costs, filing fees and reasonable attorneys' fees.

## **7. Term and Termination.**

**7.1.Term.** These Interface Terms will be in effect so long as there is an active Order incorporating it. The Order will indicate the length of the Initial Term and each Renewal Term for the Connection Services. After the Initial Term, the Agreement shall automatically renew for additional Renewal Terms unless

either Party provides notice of its intention not to renew by providing written notice at least sixty (60) days' prior to the expiration of the Initial Term or any Renewal Term. Vertafore may terminate the Agreement and any Order in whole or in part upon six (6) months' written notice to the Carrier in relation to a Connection Service which is being discontinued by Vertafore. Vertafore, in its sole discretion, may either (i) replace the discontinued Connection Service with a substantively similar Connection Service, or (ii) provide a pro-rata refund of any pre-paid Charges that are not non-refundable and future invoices will no longer include the discontinued product.

**7.2. Termination for Cause.** If either Party materially breaches the Agreement, the non-breaching Party may provide a written notice of termination for cause. The breaching Party shall have thirty (30) calendar days from receipt of such notice to cure the breach if such breach is curable (in which case the notification must state that it is effective immediately and the basis therefor). If the breach (if curable) is not cured within such period, the Agreement will terminate as indicated in the notice. Any attempt to liquidate operations, cease operations or seek or obtain protection from creditors is deemed a material breach.

**7.2.1. Injunctive Relief.** Each Party understands that either Party will suffer irreparable harm in the event that the Confidentiality provisions as stated in Section 8 or the Ownership provisions in Section 4 are breached and that monetary damages will be inadequate to compensate the non-breaching Party for any such breach. Accordingly, each Party stipulates and agrees that, in the event of a breach or threatened breach of such Sections, the non-breaching Party will be entitled to a temporary restraining order, preliminary injunction and permanent injunction, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, in order to prevent or restrain any such breach or threatened breach.

**7.3. Notice of Non-renewal or Termination for Cause.** Any notice of non-renewal or termination for cause must include the product specifications and a reference to the Order number or specific agreement for the terminated Connection Services.

**7.4. Effect of Termination.** Upon non-renewal or termination for cause of an Order for any reason, Carrier shall promptly discontinue use, immediately erase, and remove all copies of the Vertafore Solutions, including the Interfaces, provided to Carrier pursuant to the applicable Order, return all copies of such Vertafore Solutions to Vertafore or destroy all copies and certify such destruction to Vertafore and immediately pay all Charges then due and payable to Vertafore. In the event Vertafore maintains any Carrier Information, such copies will be destroyed in accordance with Vertafore's back-up policies and procedures, provided Vertafore shall maintain the confidentiality of such Carrier Information until such Carrier Information has been destroyed.

**7.5. Survival.** Those sections of the Agreement that reasonably should survive the termination of the Agreement shall survive the termination of the Agreement.

## **8. Confidentiality.**

**8.1. Confidential Information.** Each receiving Party shall handle the Confidential Information of the disclosing Party in the same manner that the receiving Party handles its own most confidential information and, in any event, to take all steps reasonably necessary to preserve the confidentiality of Confidential Information, including without limitation adopting appropriate confidentiality policies, inserting appropriate confidentiality terms in agreements with all employees, subcontractors and agents, and maintaining Confidential Information in a manner designed to ensure that it will not be used or disclosed improperly. Neither Party will at any time directly or indirectly through any employee, subcontractor, or agent, except with the prior written consent of the disclosing Party, (i) reproduce, distribute, transmit, publicly display, modify, create derivative works based upon, or disclose, deliver, display, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever, any Confidential Information of the disclosing Party; or (ii) use Confidential Information of the disclosing Party for any purpose other than in connection with the performance of its obligations or the exercise of its rights pursuant to this Agreement. A Party's failure to mark any Confidential Information as confidential, protected or proprietary will not affect its status as Confidential Information under this Agreement.



**8.2. Exclusions.** Confidential Information does not include information which: (i) may be or has been publicly disclosed by the Party disclosing the information either prior to or subsequent to the receipt of such information by the receiving Party; (ii) is or becomes generally known in the trade through no fault of the receiving Party; (iii) has been lawfully disclosed to the receiving Party by a third person who has lawfully acquired the Confidential Information; or (iv) was independently developed by the receiving Party without use of the Confidential Information. If the receiving party seeks to rely on these exceptions, for any purpose whatsoever related to the other Party's Confidential Information, such receiving Party will bear the burden of providing evidence that such information fits within an exception.

**8.3. Notification Obligation.** The receiving Party will promptly notify the disclosing Party if it becomes aware of any unauthorized use or disclosure of Confidential Information and, at the disclosing Party's request, will take such action as may be reasonably necessary and legally permissible to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the Party or any of its employees, subcontractors or agents. If a receiving Party is compelled by a court or other body of competent jurisdiction to disclose the Confidential Information, to the extent legally permissible, the receiving Party shall inform the disclosing Party by written notice and shall provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the Confidential Information required to be disclosed. The receiving Party may then disclose only so much of the Confidential Information as is legally required to be disclosed.

## **9. Warranty.**

**9.1. General Representations and Warranties.** Each Party represents and warrants that it (i) has the legal power and authority to enter into the Agreement; (ii) will comply with any and all applicable laws including with respect to import and export control; and (iii) any person signing the Order and/or these Interface Terms has the express authority to enter into the Agreement for that Party and agrees to hold the opposing Party harmless for any costs or consequences of the absence of actual authority to sign.

**9.2. Carrier Warranties.** Carrier represents and warrants that it (i) has all necessary power, authority and financial ability to perform under the Agreement; (ii) has not falsely identified itself or provided any false information to gain access to the Vertafore Solutions and/or Connection Services; (iii) provided the correct billing information; (iv) possesses all necessary consents or rights, title and interest including applicable intellectual property rights to submit the Carrier Information and any other information submitted to Vertafore; and (v) with regards to compliance with import and export controls, that it is not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will it transfer or provide access to software, technology, and other technical data via the Connection Services to parties identified on such lists.

**9.3. Vertafore Warranties.** Vertafore warrants to Carrier that the Connection Services shall be performed and implemented in a professional and workmanlike manner. Vertafore warrants that use of the Vertafore Solutions by the Authorized Agencies as contemplated by this Agreement will not infringe any United States patent or United States copyright of any third party.

**9.4. Remedy.** Carrier's sole remedy and Vertafore's sole liability for breach of a warranty shall be, with respect to the Connection Services, to repair or replace the Connection Services to bring it into compliance with its applicable warranty.

**9.5. Warranty Limitations.** The warranties provided by Vertafore under this Section 9 are limited with respect to any Claims for breach of warranty due to any of the following: (i) causes external to the Vertafore Solutions or Connection Services including third party telecommunications or data lines, or Carrier's systems, software, hardware or networks; (ii) Carrier's actions or inaction (other than proper use of the Connection Services) such as failing to follow the usage instructions or documentation or adhering to the minimum recommended technical requirements; (iii) changes Carrier or any third party makes to any Connection Services which are not authorized by Vertafore in advance and in writing; (iv) Carrier's failure to install updates Vertafore has provided to Carrier; (v) Vertafore's

compliance with designs, instructions or specifications provided by Carrier, or Vertafore's reliance upon Carrier Information; (vi) the combination, operation or use of the Connection Services with other hardware or software where the Connection Services would not by itself be infringing; (vii) any defect, infringement or non-conformity not reported by Carrier within a timely fashion; or (viii) other causes not attributable to Vertafore.

**9.6. No Warranty.** Vertafore does not warrant the accuracy or completeness of any information provided to it by a third party, including by the Carrier directly, or that the Connection Services will meet Carrier's requirements (including but not limited to those related to legal compliance) or will achieve any particular result. Notwithstanding any provisions herein to the contrary, Vertafore does not warrant that the Authorized Agencies will at all times be able to access the on-line environment, nor that the Authorized Agencies' access to the on-line environment will at all times be uninterrupted or error-free. Without limiting the generality of the exclusions set forth in Subsection 9.5, and except as otherwise provided in the Agreement, Carrier shall be exclusively responsible for, and Vertafore makes no warranty or representation with respect to: (i) determining whether the Connection Services will achieve the results desired by Carrier; (ii) training Carrier's personnel in computer operations or foundational knowledge, other than such Vertafore-provided training as may be expressly set forth in an Order; (iii) Carrier's practices in relation to privacy and security controls, including encryption, on its systems, equipment or in its technology environment; or (iv) establishing adequate operational backup provisions (e.g., alternate manual operation plans) in the event of a defect or malfunction that impedes the anticipated operation of the Connection Services.

**9.7. No Advice.** Vertafore does not provide legal, financial, or other professional advice. Likewise, Vertafore is not responsible for any damages resulting from any decisions of Carrier, or any of its users, employees, representatives, subcontractors, or agents which are made in reliance on the Vertafore Solutions. Carrier agrees that it uses the Vertafore Solutions at its own risk in these respects.

**9.8. DISCLAIMER.** EXCEPT AS EXPLICITLY PROVIDED IN THIS SECTION 9, VERTAFORE MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THE VERTAFORE SOLUTIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. VERTAFORE AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT THE VERTAFORE SOLUTIONS PROVIDED HEREUNDER SHALL BE UNINTERRUPTED OR ERROR-FREE FOR CARRIER OR FOR ANY AUTHORIZED AGENCY.

VERTAFORE IS NOT AN INSURANCE AGENT OR BROKER FOR CARRIER OR ANY COUNTERPARTY, CARRIER OR ANY OTHER PERSON AND DOES NOT SOLICIT, NEGOTIATE, PURCHASE OR SELL INSURANCE FOR OR ON BEHALF OF ANY USER OF THE VERTAFORE SOLUTION OR ANY OTHER PERSON.

## **10. Indemnification.**

**10.1. By Vertafore.** Subject to Section 9, Vertafore shall defend, indemnify, and hold harmless Carrier and its permitted assigns from and against any and all Claims arising out of or in connection with any third party claims that the Vertafore Solutions, in the form delivered and when used by Carrier in accordance with the Agreement, infringes or misappropriates the intellectual property rights of a third party.

**10.1.1.** Vertafore has the right, in its sole discretion, to do any of the following when an infringement Claim is raised: (i) obtain the right for Carrier to use the allegedly infringing portion of the Vertafore Solutions, (ii) replace the Vertafore Solutions with a modified version so long as it does not decrease the functionality, or (iii) terminate the Agreement as to the allegedly infringing Vertafore Solutions. In such event, Vertafore makes no admission and disclaims all liability that any actual infringement occurred.

**10.2. By Carrier.** Carrier shall defend, indemnify, and hold harmless Vertafore, and its permitted assigns, from and against any and all Claims, arising out of or in connection with the use of the Interface or

the results thereof by Carrier, its employees, agents and contractors, including specifically where a claim arises due to Carrier's failure to implement proper security or encryption functionality.

**10.3. Indemnification Procedure.** Upon the assertion of any Claim or the commencement of any suit or proceeding against one Party (the "**Indemnified Party**") by any third party that may give rise to an indemnification obligation or other liability of the other, indemnifying Party under this Section 10 (the "**Indemnifying Party**"), the Indemnified Party shall promptly notify the Indemnifying Party of the existence of such Claim and shall give the Indemnifying Party the option, determined in the Indemnifying Party's sole reasonable discretion, of defending and/or negotiating a settlement of the Claim with counsel of its own selection in accordance with this Section 10. The Indemnified Party shall provide, at the Indemnifying Party's cost, all reasonable cooperation requested by the Indemnifying Party in connection with such Claim and its defense or settlement. The consent of the Indemnified Party shall be required in the event of any settlement which involves and admission of liability and/or any equitable relief on the part of the Indemnified Party.

**10.4. Exclusive Remedy.** This Section 10 states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy against, the other Party for any Claims described in this Section 10.

**11. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO VERTAFORE'S INDEMNIFICATION OBLIGATION IN SUBSECTION 10.1 AND A BREACH BY VERTAFORE OF SUBSECTION 9.3, VERTAFORE'S AGGREGATE, CUMULATIVE LIABILITY IN CONNECTION WITH ALL AGREEMENTS, AND THE VERTAFORE SOLUTIONS PERFORMED SHALL BE CAPPED AT THE AMOUNT EQUAL TO THE VERTAFORE SOLUTION FEES ACTUALLY RECEIVED BY VERTAFORE FROM CARRIER UNDER THE APPLICABLE ORDER FROM WHICH THE EVENT CAUSING LIABILITY ARISES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL VERTAFORE BE LIABLE TO CARRIER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 11 APPLY TO ALL CLAIMS OR CAUSES OF ACTION ON WHATEVER BASIS AND UNDER WHATEVER THEORY BROUGHT AND IRRESPECTIVE OF WHETHER VERTAFORE HAS ADVISED OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. ALL CLAIMS AND CAUSES OF ACTION BROUGHT BY CARRIER HEREUNDER SHALL BE BROUGHT NO LATER THAN ONE (1) YEAR FOLLOWING (I) THE TERMINATION OR EXPIRATION OF THE AGREEMENT OR (II) THE DATE ON WHICH THE CLAIM OR CAUSE OF ACTION AROSE, WHICHEVER OCCURS FIRST.

THE LIMITATIONS OF DAMAGES AND LIABILITY ARE IMPORTANT ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN VERTAFORE AND CARRIER. CARRIER UNDERSTANDS AND AGREES THAT VERTAFORE COULD NOT ECONOMICALLY OFFER THE AGREEMENT, AND ITS SUBJECT MATTER, TO CARRIER WITHOUT THESE LIMITATIONS. THE ESSENTIAL PURPOSE OF THIS SECTION 11 IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE VERTAFORE SOLUTIONS CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF VERTAFORE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. VERTAFORE HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CARRIER THE CONNECTION SERVICES UNDER THE AGREEMENT.

**12. Force Majeure.** Neither Party is liable to the other or deemed in breach of the Agreement including for its failure or delay in performing any of its obligations under the Agreement during any period in which such performance is rendered impracticable, unlawful, or impossible due to circumstances beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, flood, drought, riot, disease outbreaks, sabotage, terrorism, war, invasion, embargo, strikes or other labor trouble, failure in whole or in part of suppliers to deliver materials, equipment or machinery, interruption of or delay in transportation or telecommunications or compliance with any order, subpoena, or regulation of any government entity. The provisions of this Section 14 do not apply to payment obligations for Charges.

**13. Assignment.** Carrier shall not assign the Agreement, in whole or in part, whether voluntarily, by operation of law, or otherwise without the prior written consent of Vertafore in its sole discretion, not to be unreasonably withheld. Any attempt to do so without such consent shall be void. Such consent



from Vertafore may include a requirement to pay the entire remaining balance on the then current term prior to the assignment. If all or substantially all of the assets of Carrier are sold, or in the event of any merger, consolidation, or other reorganization which results in a change of control of Carrier, then this will be deemed to be an assignment and subject to this Section 13. Subject to the foregoing, the Agreement shall be binding upon the Parties and their respective successors and permitted assigns. Vertafore may assign the Agreement, in whole or in part, without notice of such assignment to or consent by the Carrier.

**14. Publicity.** Vertafore has the right to use Carrier's name and logo for the sole purpose of identifying it as a customer of Connection Services. Beyond this specific right, neither Party shall publish the name, trade name, trademark or service mark of the other Party without the prior consent of the other party, which consent may be withheld in the sole discretion of the Party.

**15. Miscellaneous.**

**15.1. Entire Agreement.** The Agreement as modified and supplemented by any applicable amendments, Orders, and related addenda between the Parties is the complete agreement of the Parties with respect to its subject matter and supersede all prior discussions, negotiations and agreements and any earlier proposals all whether verbal or written. The Agreement shall not be amended except in a writing signed by both Parties or pursuant to or in connection with an Order or as otherwise expressly provided herein.

**15.2. Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws and all Claims and actions related hereto shall be brought in the appropriate state or federal court located in Denver, Colorado. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.

**15.3. Notice.**

**15.3.1. To Carrier.** Notices to Carrier shall be sent by certified or overnight mail to its invoicing address specified by Carrier in the Order or its current address in Vertafore's invoicing records; or by electronic mail to Carrier's administrator or billing e-mail address on record in Vertafore's account information.

**15.3.2. To Vertafore.** Notices to Vertafore shall be sent by certified or overnight mail to Vertafore, 999 18<sup>th</sup> Street, Suite 400, Denver, Colorado 80202, Attention: General Counsel with an electronic copy sent to [notices@vertafore.com](mailto:notices@vertafore.com).

**15.4. Arbitration.** Any dispute, Claim or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Denver, Colorado, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This subsection shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**15.5. Independent Contractors.** The relationship of the Parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship, or to subject the Parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein.

**15.6. No Solicitation.** Carrier agrees not to directly or indirectly employ or engage or solicit for employment or engagement any personnel of Vertafore during the Term and for twelve (12) months thereafter; provided that employment resulting from a response to a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.

**15.7. Severability.** If any provision of the Agreement is held unenforceable, the enforceability of the remaining provisions shall not be affected.

**15.8. No Waiver.** Waiver by either Party of any breach or provision of the Agreement shall not constitute waiver of any other breach or provision.

**15.9. Headings.** The headings in these Interface Terms are used for convenience of reference only.

## **16. Definitions**

Agreement	Collectively, all contract documents including the Order, these Interface Terms, amendments and any attachments to the documents.
Charges	Collectively (i) Connection Services fees as outlined in Subsection 6.1 and any amounts payable as set forth on the Order, and (ii) reasonable travel expenses.
Claim	Any and all third party claims, losses, liabilities, damages, actions, suits, proceedings, settlements, judgments, costs and expenses including without limitation reasonable attorney's fees and any and all costs and expense of responding to any subpoena, discovery request or any other litigation-related or similar expense.
Confidential Information	All information, trade secrets, data and software furnished by one Party to the other in connection with the Agreement and specifically including, but not limited to (i) Carrier Information, (ii) Vertafore Solutions, (iii) the Agreement including pricing, and (iv) Login details.
Carrier	The entity listed on the Order which is purchasing Vertafore Solutions from Vertafore. Carrier specifically does not include any affiliates, i.e. any entity that directly or indirectly controls, is controlled by, or is under common control with Carrier, where "control" means the ownership of more than 50% of an entity's voting securities.
Carrier Information	Carrier's general information, Carrier's rating questions, and any other information, text, graphics, or data that is supplied by Carrier to the Authorized Agencies through the Interface, expressly including the administrator information.
Connection Services	The creation, implementation and maintenance of the Interface.
De-Identified Data	Information that has been compiled and modified by Vertafore so that it does not include (i) any personally identifiable information of any employee, enrollee, subscriber, beneficiary, or other individual; or (ii) the identity of any employer, trade group, insured, insurer or any other entity.
Initial Term	The initial length of time for the provision of Vertafore Solutions specified on the Order which begins on the Order Effective Date.
Interface	The internet based connection between the Vertafore Solution and/or Carrier and/or other Authorized Agencies.
Order	Quote or order document or online form that lists specifics (i.e. description, pricing, etc.) of the Connection Services that Carrier has ordered.
Order Effective Date	Latest date on which representatives of both Vertafore and Carrier have signed the Order, or when signed or submitted by Carrier and acknowledged and accepted by Vertafore whether or not signed by the Parties.
Rating Solution	The Vertafore Solution that is rating software used by Authorized Agencies and supplied with Carrier Information through the Interface.

Renewal Term	Additional term for the length of time as indicated in the Order which automatically follows the Initial Term or prior Renewal Term until the Agreement is terminated.
Submission Solution	The Vertafore Solution that provides for the exchange of data between Carrier and an Authorized Agency for the purpose of commercial lines submissions.
Term	Initial Term and any Renewal Terms.
Vertafore	The Vertafore company(ies) which own(s) the applicable Interface and/or Vertafore Solution(s) specified on the Order.
Vertafore Solution	Collectively, all Rating Solutions and TransactNOW or any other product or service offered by Vertafore that the Interface connects to.