

SIRCON®
Pre-Licensing and Continuing Education
Provider Agreement

Agreement - This Service License Agreement (“Agreement”) is entered into as of the execution date set forth below, between Sircon Corporation (“SirconCorp”) and the licensee as defined in Exhibit A to this Agreement (“Licensee”). The parties agree as follows:

I. GRANT OF LICENSE

In consideration for the payment of fees specified in Section V and Licensee’s compliance with this Agreement, SirconCorp hereby grants to Licensee a nonexclusive, nontransferable license to use its Compliance Express™ service as described on Exhibit A to this Agreement (the “Service”), and any user manuals and materials for the Service (the “Documentation”). This is a multiple seat (multiple personal computer) license. Licensee shall not sell, lease, assign, time-share, sublicense or otherwise transfer the Service or Documentation, in whole or in part, to any non-affiliated third party. This license extends to all states in which the Licensee intends to perform pre-licensing and/or continuing education related transactions.

II. SERVICE USE AND PROPRIETARY RIGHTS

Licensee recognizes that title to the Service and Documentation, and all patent, copyright, trademark and other intellectual property rights are owned by SirconCorp. Licensee shall not copy the Service or any Documentation provided in whole or in part unless copies are to be used internally for reference only.

During the term of this Agreement and thereafter, Licensee agrees not to use any mark owned by SirconCorp, alone or with other wording and designs, or any mark similar thereto, in connection with any goods or services identical, related or similar to the Service or Documentation, without written notification to SirconCorp. If Licensee uses any mark, as described above, owned by SirconCorp, Licensee shall indicate, where the mark is used, that the mark is owned exclusively by SirconCorp. Licensee shall not modify or delete any proprietary legend placed by SirconCorp on the Service or Documentation.

III. WARRANTIES

SirconCorp expressly disclaims any warranty for the Service and Documentation except as otherwise indicated in this agreement. SirconCorp does not warrant that the Service and Documentation will meet Licensee’s requirements, standards, or needs, or that the Service and Documentation will be error-free.

EXCEPT AS PROVIDED IN THIS AGREEMENT, SIRCONCORP DISCLAIMS AND LICENSEE WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SirconCorp warrants that the service will perform substantially in accordance with the documentation provided. The entire risk arising out of the use or performance of the Service remains with Licensee.

IV. LIMITATION OF LIABILITY

IN NO EVENT SHALL SIRCONCORP OR ITS SUPPLIERS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS PROFITS, OR LOSS OF BUSINESS INFORMATION ARISING OUT OF LICENSEE’S USE OR INABILITY TO USE THE SERVICE AND DOCUMENTATION, EVEN IF SIRCONCORP HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. FURTHER, EXCEPT WITH RESPECT TO ANY CLAIM UNDER THE INTELLECTUAL PROPERTY INFRINGEMENT PROVISION BELOW, IN NO EVENT SHALL SIRCONCORP BE LIABLE TO LICENSEE FOR ANY AMOUNT OF DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR THE SERVICES UNDER THIS AGREEMENT.

Licensee, and where applicable, its customers, agrees to assume responsibility for ALL transactions performed in connection with the Sircon Service.

SirconCorp agrees to indemnify, defend and hold Licensee harmless from and against any claims or legal proceedings by third parties pertaining to SirconCorp’s infringement of patents, copyrights and misappropriation of trade secrets or infringement of any other intellectual property right of a third party arising out of Licensee’s use of the Sircon Service as detailed and authorized within this Agreement.

V. FEES AND TAXES

Fees charged for using SirconCorp’s online PE and CE Services are set forth in a price list the most current of which is available upon request. Sircon fees are subject to change.

All fees shall be billed as incurred and all amounts due under this Agreement that are not paid by the due date are subject to a late charge equal to 1-1/2% of the outstanding balance (or the highest late charge permitted by applicable law, whichever is less) for each 30-day period that any amount due to Sircon remains unpaid. Amounts payable to Sircon are payable in full to Sircon

without deduction and are net of taxes. Licensee shall be solely responsible for all sales, use, privilege, ad valorem, excise and other taxes or assessments (collectively, "Taxes"), however designated, as may be levied or based on this Agreement, except for taxes based on Sircon's net income, and Licensee shall reimburse Sircon immediately in the event of payment thereof by Sircon.

VI. TERM AND TERMINATION

Unless earlier terminated as provided herein, the term of this Agreement shall commence on the date this Agreement is signed by Licensee and shall expire on the one year anniversary thereof.

The term of this Agreement will renew automatically for periods of one year from the original anniversary date unless Licensee or SirconCorp provides written notice to the other of its intent to terminate on the anniversary date, such notice to be provided not less than sixty days' prior to that anniversary date.

THIS AGREEMENT MAY BE TERMINATED BY LICENSEE OR SIRCONCORP UPON 10 DAYS WRITTEN NOTICE WITHOUT PENALTY.

Upon the effective date of termination of this Agreement, Licensee shall immediately discontinue use of the Service and Documentation.

If a credit balance exists at the time of termination, SirconCorp will refund the balance to the Licensee within 30 days of termination. If a debit balance exists at the time of termination, the Licensee will pay the balance to SirconCorp within 30 days of termination.

VII. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue of the arbitration proceeding shall be Ingham County, Michigan. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

VIII. MISCELLANEOUS PROVISIONS

Neither party may assign its obligations or rights under this Agreement to any third party without the non-assigning party's written consent, except that either party may assign this Agreement to a successor to its business or substantially all of its assets. Both parties bind their successors, executors, administrators, and assignees to all covenants of this Agreement.

All Exhibits, Guidebooks and other related documentation to this Agreement are incorporated in this Agreement by reference and made a part thereof. In the event of a conflict between the terms and conditions of the base Agreement and an Exhibit, those of the Exhibit shall govern.

After Licensee has fully executed this Agreement (including all Exhibits), return this Agreement (original copy required) to:

Sircon Corporation
Attn: SIRCON-PE/CE/Contracts Department
2112 University Park Drive
Okemos, MI 48864

I understand that my signature as a duly authorized representative of Licensee serves as Licensee's agreement to be bound to the terms of this Agreement and to financial responsibility for charges incurred to both SirconCorp and the state insurance department.

LICENSEE

By: _____

Name: _____

Title: _____

Duly Authorized

Date: _____

EXHIBIT A

Welcome to Sircon's® Compliance Express™ service for education providers. Under the terms of this Agreement and upon completion of this registration, you will be able to process course completions, submit course offerings, and conduct other education related transactions online. Please complete all information requested in the Registration Form below even if you are updating a contract that already exists. PLEASE PRINT OR TYPE CLEARLY.

_____ will be your primary state and will automatically appear as the state for performing PE and CE related transactions. You will also be given the option of selecting any other state for which Sircon provides PE and CE transactions.

SUBSCRIBER:

- General Information** - In this section, you must complete the full, legal Company Name and Federal Employer Identification Number (EIN #).

Subscriber Number
 (Current Subscribers only) _____

Company Name: _____

EIN # _____

- Billing Contact Information** - The Billing Contact is the person/department and address to which account statements should be sent.

First Name	Middle Name	Last Name	
_____	_____	_____	
Address _____			
City	State/Province	Postal Code	Country
_____	_____	_____	_____
Business Phone/Ext.	Business Fax	E-mail Address	
_____	_____	_____	

- Primary PE and/or CE Contact Person**- The PE and/or CE Contact is the person/department and address to which product information/updates should be sent.

First Name	Middle Name	Last Name	Title
_____	_____	_____	_____
Address _____			
City	State/Province	Postal Code	Country
_____	_____	_____	_____
Business Phone/Ext.	Business Fax	E-mail Address	
_____	_____	_____	

- Related Organizations** - If your company wishes to perform services on behalf of another company (e.g., a subsidiary or division) and has written authorization to do so from that company, provide at minimum the name and EIN for each related company.

Company Name	EIN #	NAIC #
_____	_____	_____
_____	_____	_____



5. **User Information-** When your company's application is processed, your company will be able to process course completions, submit course offerings, and conduct other education related transactions online. Note: The User's Logon Name must have at least two characters and no more than 24 characters. The Logon name may consist of only lowercase letters, numbers and periods.

First Name	Middle Initial	Last Name
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Email Address

User's Logon Name	Business Phone
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