

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 dba Vertafore Producer Lifecycle Management (“Vertafore Producer Lifecycle Management”) and the licensee set forth on the applicable Provider Information (“Licensee”). The service described herein provides Licensee the ability to process course completions, submit course offerings and conduct other education related transactions online via the Compliance Express™ (the “Service”). As a condition of the use of the Service, 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, Vertafore Producer Lifecycle Management hereby grants to Licensee a nonexclusive, nontransferable license to use its 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.

Licensee understands and agrees that Vertafore Producer Lifecycle Management may utilize a third party for the purpose of processing requests submitted through the Service.

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 Vertafore Producer Lifecycle Management. 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 Vertafore Producer Lifecycle Management, 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 Vertafore Producer Lifecycle Management. If Licensee uses any mark, as described above, owned by Vertafore Producer Lifecycle Management, Licensee shall indicate, where the mark is used, that the mark is owned exclusively by Vertafore Producer Lifecycle Management. Licensee shall not modify or delete any proprietary legend placed by Vertafore Producer Lifecycle Management on the Service or Documentation.

III. WARRANTIES

Vertafore Producer Lifecycle Management expressly disclaims any warranty for the Service and Documentation except as otherwise indicated in this agreement. Vertafore Producer Lifecycle Management 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, VERTAFORE PRODUCER LIFECYCLE MANAGEMENT DISCLAIMS AND LICENSEE WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Vertafore Producer Lifecycle Management 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 VERTAFORE PRODUCER LIFECYCLE MANAGEMENT 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 VERTAFORE PRODUCER LIFECYCLE MANAGEMENT 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 VERTAFORE PRODUCER LIFECYCLE MANAGEMENT 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.

Vertafore Producer Lifecycle Management agrees to indemnify, defend and hold Licensee harmless from and against any claims or legal proceedings by third parties pertaining to Vertafore Producer Lifecycle Management’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 Vertafore Producer Lifecycle Management's online PE and CE Services are set forth in a price list the most current of which is available upon request. Vertafore Producer Lifecycle Management 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 Vertafore Producer Lifecycle Management remains unpaid. Amounts payable to Producer Lifecycle Management are payable in full to Producer Lifecycle Management 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 Producer Lifecycle Management's net income, and Licensee shall reimburse Producer Lifecycle Management 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 Vertafore Producer Lifecycle Management 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 VERTAFORE PRODUCER LIFECYCLE MANAGEMENT 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, Vertafore Producer Lifecycle Management 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 Vertafore Producer Lifecycle Management 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:

Vertafore Producer Lifecycle Management
Attn: SIRCON-PE/CE/Contracts Department
1500 Abbott Rd., Suite 100
East Lansing, MI 48823

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 Vertafore Producer Lifecycle Management and the state insurance department.

LICENSEE

By: _____

Name: _____

Title: _____

Duly Authorized

Date: _____

PROVIDER INFORMATION

Welcome to Vertafore Producer Lifecycle Management’s Compliance Express™ service for education providers. Please complete all information requested in the below. PLEASE PRINT OR TYPE CLEARLY.

_____ will be your primary state. Each time you log into Compliance Express, _____ 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 #).

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 #

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

Email Address

User's Logon Name

Business Phone