

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS (“NAIC”). BY CLICKING ON THE AGREE BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

1. LICENSE: The National Association of Insurance Commissioners (“NAIC”) grants you “Licensee” and you accept a non-exclusive, non-transferable right and license to access and use the System for Electronic Rate and Form Filing (“SERFF”). You may not reverse engineer, reverse assemble or reverse compile SERFF. You agree not to make available all or any portion of SERFF to any third party. For purposes of this Agreement, a third party does not include an officer, director, agent, consultant, contractor, employee or subsidiary or affiliate of yours.

Subsidiaries or affiliates must be identified before using SERFF. Any use of SERFF by identified subsidiaries and affiliates will be governed by the terms and conditions of this Agreement.

2. WARRANTIES/LIMITATION OF LIABILITY: The NAIC does not guarantee uninterrupted access to SERFF. You bear the entire risk as to the quality and performance of SERFF. Except as provided elsewhere in this Agreement, the NAIC has MADE NO WARRANTY OR PROMISE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE NAIC SHALL NOT BE LIABLE FOR AND YOU EXPRESSLY WAIVE, ANY CLAIM FOR ANY INDIRECT LOSS, COST, OR INJURY (INCLUDING, BUT NOT LIMITED TO, LOST SALES, LOST PROFIT, BUSINESS INTERRUPTION, OR THIRD-PARTY CLAIMS) SUFFERED BY YOU AS A RESULT OF RELIANCE ON OR USE OF SERFF.

Except as provided elsewhere in this Agreement, in the event of any dispute between you and the NAIC, it is mutually agreed and understood that your sole remedy and the NAIC’s sole liability to you shall not exceed actual fees paid during the twelve (12) months before a claim arises, whether such claim is based on tort, negligence, or other legal or equitable theory.

3. FEES/CHARGES: You shall pay a transaction fee for use of SERFF. The NAIC reserves the right to change or modify the transaction fee upon thirty (30) days’ notice to Licensee. A schedule of standard fees is available at www.serff.com. The NAIC reserves the right to institute standardized charges for assistance provided by the SERFF Help Desk. You are responsible for fees charged by remote-hosting vendors if the NAIC must refer to these vendors to resolve technical problems you report to the SERFF Help Desk. All invoices of NAIC shall be due and payable within thirty (30) days of receipt. Purchases of pre-paid blocks of transactions, as specified in the schedule of standard fees, shall expire twenty-four (24) months from date of posting in SERFF. All fees and charges are non-refundable. NAIC reserves the right to terminate or disable access to SERFF in the event of non-payment of fees or charges.

4. TITLE/INDEMNIFICATION: YOU OBTAIN NO TITLE TO SERFF AND NO RIGHTS IN SERFF EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. The NAIC owns all proprietary right, title and interest in and to SERFF. The NAIC owns the patent, copyright, trade secret, trade name and all other intellectual property rights in and to SERFF including, but not limited to, the data bases, source codes, object codes, computer programs, compilations and presentation format. You recognize that SERFF is the exclusive property of the NAIC, and you shall take no action adverse to such rights of the NAIC as owner and sole copyright proprietor.

The NAIC represents and warrants that SERFF does not and will not violate or infringe any enforceable patent, trademark, trade secret, copyright or similar intellectual property right. The NAIC will defend all claims and pay all losses that a court finally awards or any settlement attributed to any claim made against you alleging that SERFF infringes upon an intellectual property right, if you give the NAIC prompt written notification of any such claim, and allow the NAIC to control, and fully cooperate with the NAIC in the defense and all related settlement negotiations. In no event shall the NAIC be liable for loss of profit, goodwill, or other special or any consequential damages in any way attributable to SERFF.

You assume sole responsibility for your use of SERFF and agree to indemnify the NAIC and hold the NAIC harmless against any liability or claim attributable to improper use of SERFF by you or your subsidiaries or affiliates.

5. CANCELLATION OR TERMINATION: This Agreement may be terminated by either party upon thirty (30) days’ written notice to the other party, provided there is no outstanding balance of payment.

The provisions of Section 2, 4, 5, 6, 7, 8, 10 and 11 shall survive the termination of this Agreement.

6. **CONFIDENTIAL INFORMATION AND NON DISCLOSURE:** The parties acknowledge that in the course of this Agreement, each may acquire information about the other, its business activities and operations, technical information, trade secrets, copyrighted material, and its client and financial information, all of which shall be deemed to be Confidential Information (the "Confidential Information"). All Confidential Information shall be maintained using reasonable security measures similar to those measures used by the parties for the protection of their own Confidential Information of a similar kind. Neither party to this Agreement shall be entitled to use the Confidential Information obtained from the other, for purposes other than those contemplated by this Agreement, without express prior written consent. The term "Confidential Information" shall not include any information that, through no fault of the possessing Party, is in the public domain, is developed independently by or on behalf of a Party as shown by documentary evidence, or becomes disclosed to either Party by a third party not having an obligation of confidence to either Party or through this Agreement.

7. **PUBLICITY:** Both parties agree that they will not use the name of the other party in any form or attribution in connection with any endorsement or promotion without the express prior written permission of the other party. Your acceptance of this Agreement constitutes express prior permission for the NAIC to use your name in a listing of licensees of SERFF.

8. **ARBITRATION AND FORUM:** Any claims relating to intellectual property issues shall be instituted in federal court in the Western District of Missouri, Kansas City, Missouri. All other claims arising under this Agreement, or its breach, shall be settled by arbitration in Kansas City, Missouri in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

9. **ELECTRONIC FUNDS TRANSFER (EFT):** If you choose to electronically submit state insurance department filing fees ("DOI Fees"), this Agreement authorizes the NAIC, upon receipt of appropriate account information, to initiate daily debit entries and, if necessary credit entries and adjustments through the Automated Clearing House ("ACH") Operating System for that purpose.

You agree that you will maintain sufficient funds in the account identified to cover the amount of DOI fees incurred and to indemnify the NAIC for any obligations, indebtedness or liability owed to the NAIC's financial institution or any state DOI caused by your failure to have sufficient funds. You shall reimburse the NAIC for any obligations incurred within five days, including any penalties or other charges.

The NAIC shall not be liable for and you expressly waive any claim for any loss, cost, or injury, direct or indirect (including, but not limited to, lost sales, lost profit, business interruption, or third-party claims), suffered by you as a result of reliance on or use of the NAIC's EFT program or the ACH operating system.

10. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Missouri, U.S.A.

11. **SEVERABILITY:** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions shall continue in full force and effect as if the Agreement had been executed without the invalid or unenforceable provision.

12. **ENTIRE AGREEMENT:** This Agreement supersedes all other agreements or representations either oral or written between the parties regarding a license to use SERFF. No waiver, alteration or modification of provisions in this Agreement shall be binding unless subsequently made in writing and signed by duly authorized representatives of both parties.

THIS AGREEMENT CONTAINS A PROVISION FOR BINDING ARBITRATION.