

License Agreement for ACORD Reference Architecture Components

This license is a legal agreement (the "Agreement") between you and ACORD Corporation, with a principal place of business at One Blue Hill Plaza, 15th Floor, Pearl River, NY 10965, telefax number 845620-3604, email address Legal@ACORD.org ("Licensor" or "ACORD"), which is the owner of the copyright in each of the ACORD Reference Architecture Components (defined below). As used in this Agreement, "AXA", "you", "your" and "Licensee" each refers to the company, entity or individual identified as "Licensee" in the signature block.

I. License and Sublicense Terms.

1. Definitions.

"ACORD Reference Architecture Component(s)" refers, for purposes of this Agreement and as context dictates, to one or more of the following items: ACORD Information Model, ACORD Business Glossary, ACORD Data Model, ACORD Capability Model, ACORD Component Model, ACORD Process Reference Architecture and ACORD Product Reference Architecture, only as such items exist during each Term (and not including updates thereto made subsequent to the end of the final Term).

"Effective Date" refers to the latest date set forth in the signature block, when both parties sign this Agreement.

"Insurance Product(s)" refers to one or more products or services that implement one or more of the ACORD Reference Architecture Components (in whole or in part) for the purpose of processing or conducting the business of insurance.

"End User(s)" refers to one or more companies, entities or individuals that are granted a sublicense of Insurance Product(s) by Licensee in the exercise of rights granted under this Agreement.

"Initial Fee" refers to the fee described in section I.3.1.

"Maintenance Fee" refers to the fee described in section 1.3.2.

"Prohibited Use" is any use that is intended to provide access to one or more of the ACORD Reference Architecture Components, in whole or in part, by third parties, rather than implementation of an insurance activity through Licensee's Insurance Products using one or more ACORD Reference Architecture Components for the purpose of processing or conducting the business of insurance. By way of example, licensing or making an ACORD Reference Architecture Component, or a part of it, available either as a product or through Web-based access, for the purpose of accessing any content of the ACORD Reference Architecture Component(s) is a Prohibited Use.

"Term" is each term of this Agreement as further defined in section I.4. For the avoidance of doubt, "Term" does not include any period of time after termination of this Agreement, regardless of whether portions of this Agreement survive its termination.

2. Grant of License.

2.1 License. Licensor hereby grants to Licensee, on a nonexclusive and worldwide basis, the right to utilize **only those ACORD Reference Architecture Component(s) specifically identified on ACORD invoices issued to Licensee hereunder**, for the purpose of developing, making, having made, and using, marketing, importing, offering to sublicense, and sublicensing,

in each case, to End User(s), Insurance Product(s), other than for a Prohibited Use, and in all cases subject to the terms and conditions set forth in this Agreement and any relevant patent and other intellectual property rights of third parties (which may include members of Licensor).

2.2 Sublicensing. Licensee shall not sublicense any ACORD Reference Architecture Component, in whole or in part, or any of its rights under this Agreement except to the extent necessary to exercise its rights under Section 1.2.1 above.

2.3 Attribution; Disclaimer. Licensee shall not permit access to any Insurance Product(s) by any End User(s) unless and until such End User(s) enters into a written agreement with Licensee that grants, with respect to the ACORD Reference Architecture Component(s), only those sub-licensable rights contained in this Agreement and contains the following Attribution and Disclaimer, which shall benefit, and be enforceable by, ACORD:

"This product incorporates licensed copyrighted or other proprietary material of ACORD Corporation. The name ACORD and the ACORD logo are registered marks of ACORD Corporation.

"Any copyrighted or other proprietary material of ACORD Corporation contained in this product is provided "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. In no event shall ACORD Corporation, its subsidiaries, its members, its participants or its contributors be liable for any claim, or any direct, special, indirect or consequential damages, or any damages whatsoever resulting from loss of use, data, profits, business revenue or goodwill or other economic loss, whether in an action of contract, tort or otherwise, arising out of or in connection with the use or performance of, or reliance on, any copyrighted or other proprietary material of ACORD Corporation contained in this product, even if ACORD Corporation has been advised, knew or should have known of the possibility of such damages.

"Any opinions this product may contain are solely those of its author(s) and neither this product, nor such opinions, are endorsed by ACORD or warranted for technical accuracy.

"ACORD is an intended third-party beneficiary of the above provisions. The above provisions are made expressly for the benefit of, and are enforceable by, ACORD."

3. Fees and Fee Calculations.

3.1 Initial Fee. The total amount due from you to ACORD for the first Term is stated on the invoice furnished by ACORD to Licensee for that Term ("Initial Fee"). Such invoice also designates each ACORD Reference Architecture Component to which the license in Section 1.2 is granted. You must remit full payment of the Initial Fee so that it is received by ACORD no later than forty-five (45) days after the Effective Date.

3.2 Maintenance Fee. The per-Term fee for each Term following the first Term shall equal twenty percent (20%) of the Initial Fee ("Maintenance Fee"). To the extent that the first Term fee was waived, but you do not qualify for fee waiver during one or more renewal Terms, your per-Term fee for such renewal Terms will be calculated based on the Initial Fee that you would have incurred absent such waiver.

3.3 Fee Waivers. ACORD will waive the Initial Fee or Maintenance Fee (as applicable) for each Term during which Licensee also maintains membership in good standing in an ACORD participation program with an annual fee of at least US\$95,000.

3. Fee and Fee-Waiver Changes. ACORD reserves the right to change the fees, or alter or cease the fee waivers, with each such modification to become effective at the start of the Term immediately following timely notice thereof.

4. Term. The initial Term of this Agreement commences on the date the Effective Date and, unless earlier terminated as provided for herein, shall continue until December 31st of the same calendar year.

II. Additional Provisions.

1. Limited Warranty; Exclusive Remedy; Disclaimer of Warranties; Nonliability.

1.1 Limited Warranty. To the best of ACORD's knowledge, the materials contained in the ACORD Reference Architecture Components shall not, during any Term, infringe upon any United States copyright or other United States intellectual property right of a third party.

1.2 Licensee's Exclusive Remedy for Infringement and/or Breach of Limited Warranty. If, during a Term, Licensee gives ACORD, as soon as is reasonably practicable, notice of an injunction or order obtained in any United States federal or state court affecting Licensee's use of one or more ACORD Reference Architecture Components by reason of a third-party claim that such Reference Architecture Component(s) infringe(s) upon any United States copyright or other United States intellectual property right ACORD shall, at its election, either:

- (a) procure for Licensee, at ACORD's expense, the right to continue using the portion of the ACORD Reference Architecture Component(s) that is the subject of such injunction or order; or
- (b) modify or replace, at ACORD's expense, the portion of the ACORD Reference Architecture Component(s) that is the subject of such injunction or order with compatible, functionally equivalent, noninfringing material (and terminate the license granted herein to the unmodified or replaced portion); or
- (c) terminate the license granted herein to the portion of the ACORD Reference Architecture Component(s) that is the subject of such injunction or order, promptly issue a refund for that part of the fee for the then-current Term that ACORD deems to correspond to such portion of the ACORD Reference Architecture Component(s), and proportionally adjust subsequent Term Maintenance Fees.

Further, if during a Term and pursuant to section II.3.1(b) (concerning license termination arising due to judicial, statutory or regulatory requirement, or third-party claim of infringement), ACORD terminates the license granted herein to all of the ACORD Reference Architecture Component(s), it shall promptly issue a refund of Licensee's fee paid for the then-current term.

Notwithstanding the foregoing, ACORD will not be liable under this section II.1.2 or otherwise to the extent any injunction or order of the type referenced herein arises from: (i) the use of any ACORD Reference Architecture Component in combination with other material where the use of such component alone would not constitute infringement; or (ii) the use of ACORD Reference Architecture Component(s) modified by you or a third party, where the use of the unmodified ACORD Reference Architecture Component(s) would not constitute infringement. THE FOREGOING REMEDY REPRESENTS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO LICENSEE RELATIVE TO INFRINGEMENT, BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION II.1.1, AND/OR LICENSE/AGREEMENT TERMINATION PURSUANT TO SECTION II.3.2(b) (AS THE CASE MAY BE).

1.3 DISCLAIMER OF WARRANTIES. EXCEPT TO THE EXTENT SET FORTH IN SECTIONS II.1.1

AND II.1.2, EACH ACORD REFERENCE ARCHITECTURE COMPONENT IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE DURATION OF ANY STATUTORILY REQUIRED WARRANTY PERIOD SHALL BE LIMITED TO THIRTY DAYS FROM THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT. EXCEPT TO THE EXTENT SET FORTH IN SECTION II.1.2, IN NO EVENT SHALL LICENSOR, ITS SUBSIDIARIES, ITS MEMBERS, ITS CONTRIBUTORS OR ITS PARTICIPANTS BE LIABLE FOR ANY CLAIM, OR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER (INCLUDING LOSS OF USE OR DATA, LOST PROFIT OR BUSINESS REVENUE, OR GOODWILL), WHETHER IN AN ACTION FOR CONTRACT, TORT OR OTHERWISE, ARISING IN CONNECTION WITH THIS AGREEMENT, THE ACORD REFERENCE ARCHITECTURE COMPONENT(S) OR THE USE THEREOF, EVEN IF ACORD HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT TO THE EXTENT SET FORTH IN SECTION II.1.2, UNDER NO CIRCUMSTANCES SHALL ACORD, ITS SUBSIDIARIES, ITS MEMBERS, ITS CONTRIBUTORS OR ITS PARTICIPANTS (for purposes of this paragraph only, collectively "ACORD") BE LIABLE FOR ANY DAMAGES OR LOSSES CAUSED IN ANY MANNER BY LICENSEE'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, OR BY ITS BREACH OF ANY PROVISIONS HEREIN, OR BY MODIFICATIONS OR ENHANCEMENTS MADE TO THE ACORD REFERENCE ARCHITECTURE COMPONENT(S) BY ANYONE OTHER THAN AN AUTHORIZED ACORD REPRESENTATIVE. ACORD SHALL NOT BE LIABLE TO LICENSEE, ANY PARTY INVOLVED IN A TRANSACTION INITIATED BY LICENSEE USING THE ACORD REFERENCE ARCHITECTURE COMPONENT(S), OR ANY OTHER THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSSES OR DAMAGES OF ANY AND EVERY NATURE, RESULTING FROM THE LOSS OR CORRUPTION OF DATA, INABILITY TO ACCESS THE INTERNET OR INTERNAL SYSTEMS, OR INABILITY TO TRANSMIT OR RECEIVE INFORMATION, CAUSED BY, OR RESULTING FROM, DELAYS, NONDELIVERY, OR SERVICE INTERRUPTIONS WHETHER OR NOT CAUSED BY THE FAULT OR NEGLIGENCE OF ACORD.

2. Third Party Rights.

WITHOUT LIMITING THE PROVISIONS OF SECTION II.1. ABOVE, LICENSOR ASSUMES NO RESPONSIBILITY TO COMPILE, CONFIRM, UPDATE OR MAKE PUBLIC ANY THIRD PARTY ASSERTIONS OF PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MIGHT BE INFRINGED BY AN IMPLEMENTATION OF THE ACORD REFERENCE ARCHITECTURE COMPONENT(S). IF ANY SUCH RIGHTS ARE DESCRIBED ON THE ACORD REFERENCE ARCHITECTURE COMPONENT(S), LICENSOR TAKES NO POSITION AS TO THE VALIDITY OR INVALIDITY OF SUCH ASSERTIONS, OR THAT ALL SUCH ASSERTIONS THAT HAVE BEEN OR MAY BE MADE ARE SO LISTED.

3. Termination of Agreement; Termination of License.

3.1 Termination.

(a) In the event of a breach of this Agreement by Licensee (other than for failing to timely remit full payment of any fee due under this Agreement), Licensor shall give Licensee written notice and an opportunity to cure. If the breach is:

- (i) not cured within thirty (30) days after written notice, or

(ii) of a nature that cannot be cured, or is a failure to timely remit full payment of any fee due under this Agreement,

then Licensor may immediately or thereafter terminate this Agreement and the license granted in it. In the event of Licensee's failure to timely remit full payment of any fee due under this Agreement, the license granted under section I.2.1 shall be suspended, without action required by any party, until such time as either full payment thereof is made to and accepted by Licensor, or this Agreement and the license granted in it is terminated by Licensor (whichever occurs first).

(b) Licensor may terminate this Agreement and the license granted in it, effective immediately upon giving notice thereof to Licensee, to the extent that such termination arises due to a judicial, statutory or regulatory requirement, or third-party claim of infringement.

(c) Either party may terminate this Agreement (but not the license granted herein) without cause effective as of the conclusion of the then-current Term by giving at least forty-five (45) days written notice thereof to the other party prior to the end of such Term.

3.2 Refund. Except to the extent set forth in Section II.1.2, in the event of termination of this Agreement and/or any licenses granted hereunder, Licensee shall not be entitled to any full or partial refund, or reduction, of any fee paid by, or due from, Licensee to ACORD.

3.3 Survival of Provisions. If this Agreement terminates in a manner that does not terminate the license granted herein, the following sections shall survive termination: I.1, I.2., II.1.2 (final sentence only), II.1.3, II.2, II.3.1(a) and (b), II.3.2, II.3.3 and II.4. If this Agreement terminates together with the license granted herein, the following sections shall survive termination: I.1, II.1.2 (final sentence only), II.1.3, II.2, II.3.2, II.3.3, and II.4 (provided that II.4.2 shall expire three (3) years after the date of such termination).

4. Miscellaneous.

4.1 Notices. All notices required under this Agreement shall be in writing and, at the option of the sender, be sent via mail, e-mail or telefax, and shall be deemed effective (a) five days after deposit in the mails of a properly addressed, postage fully prepaid envelope containing the notice; or, (b) if by telefax, upon receipt by the sender of a written telefaxed confirmation generated by the telefax machine from which the telefax was transmitted, confirming successful receipt of the notice by the addressee's telefax machine; or, (c) if by email, upon receipt of a written acknowledgment of successful delivery of the notice from the addressee (via email or otherwise) or the addressee's computer system (via email). Notices and correspondence to (x) Licensor must be sent to the physical address, email address or telefax number shown above, and (y) to Licensee shall be sent to the physical address, email address or telefax number identified by Licensee in the signature block, below.

4.2 Audit. Licensee agrees to keep accurate and complete records related to your obligations under this Agreement for at least seven (7) years after the date that the subject record is generated. Licensee further agrees that, upon thirty (30) days written notice and no more than once per fiscal year, Licensee shall permit ACORD or its reputable accounting firm to audit such records, subject to ACORD and/or such firm signing a reasonable non-disclosure agreement. If the audit reveals an underpayment, Licensee agrees to pay difference between the pre-audit amount paid and the amount that should have been paid. Costs of audits conducted hereunder will be borne by ACORD except where an audit reveals at least a 5% underpayment to ACORD relative to any fee due under the Agreement, or a non-fee-related material breach of this Agreement. In such cases (5% or greater underpayment of a fee, or a non-fee-related material

breach of this Agreement), you agree to reimburse ACORD for the reasonable costs of the audit together with, as applicable, the difference between the pre-audit amount paid and the amount that should have been paid, plus an additional amount equal to 20% of the amount due and owing to ACORD as a result of the audit. All payments pursuant to this Section shall be tendered within a reasonable amount of time (not to exceed sixty (60) days) from the presentation of ACORD's findings to you.

4.3 Governing Law. This Agreement shall be construed and interpreted under the internal laws of the United States and the State of New York, without giving effect to its principles of conflict of law.

4.4 Entire Agreement. This Agreement constitutes the entire agreement and understanding between Licensor and Licensee regarding the license to use the ACORD Reference Architecture Component(s). No modification or waiver of this Agreement shall be binding unless it is in writing and signed by both parties. The terms of this Agreement shall not be superseded or modified by terms contained in any online ACORD Reference Architecture (or ACORD Framework) license agreement presented to Licensee on ACORD's website, the same which shall have no force or effect between the parties hereto. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable part shall be severed from the remainder of the Agreement and the remainder of the Agreement shall remain in full force and effect. Further, the invalid, illegal or unenforceable part shall be deemed superseded by a valid, legal and enforceable part that most closely satisfies the intention of the original part. This Agreement supersedes any and all prior agreements between Licensor and Licensee regarding Licensee's right to use the ACORD Reference Architecture Component(s).

4.5 Export Control. You agree to comply with all applicable government export and import laws and regulations in connection with your use of the ACORD Reference Architecture Component(s). Without limiting the generality of the foregoing, you acknowledge and agree that neither the ACORD Reference Architecture Component(s) (in whole or in part), nor any Insurance Product(s), may be downloaded or otherwise exported or re-exported: (i) into (or to a national or resident of) any country to which the United States of America has embargoed goods; and/or (ii) to anyone on the United States of America's Treasury Department's list of Specially Designated Nationals or the United States of America's Commerce Department's Table of Denial Orders; and/or (iii) otherwise in breach of United States laws and regulations related to exports or administrative acts of the US Government pursuant to such laws and regulations. In addition, you agree to comply with any and all local laws in your jurisdiction that may impact your right to import, export or use any portion of the ACORD Reference Architecture Component(s) or any Insurance Product(s), and you represent and warrant that you have complied, and shall continue to comply, with any and all regulations and registration procedures required by applicable law to make the license granted herein enforceable.

5. Limited use of AXA logo and AXA name

Licensor may not use (namely copy and display) AXA logo and/or "AXA" name without Licensee prior express agreement. Licensee hereby consents to ACORD publicly listing AXA, by name, among ACORD's other members and program participants.

IN WITNESS WHEREOF, the parties intending to be legally bound have caused their proper and duly authorized officers to execute and deliver this Agreement.

(LICENSEE)

By: _____

Name:

Title:

Date:

Address:

Telefax Number:

Email for notices pursuant to Section II.4.1:

ACORD CORPORATION

By: _____

Name:

Title:

Date:

One Blue Hill Plaza, 15th Floor

Pearl River, NY 10965

Telefax Number 845-620-3604

Email for notices pursuant to Section II.4.1:
Legal@ACORD.org