

## **StrateCision Internet Software License Agreement**

**This is a legal agreement between You (either an individual or an entity) and StrateCision, Inc. “You” refers in this Agreement to the Licensee, whether an individual, a corporation, or other organization.**

1. **GRANT OF LICENSE.** This License Agreement permits You to create a link from Your Internet World-Wide Web site (Your “website”) to StrateCision’s website (the “Software”) for comparing Long Term Care Insurance (LTCI) policies. Insurance agents or other users designated by You, after identifying themselves by logging into Your website, will be allowed to follow the link and make use of the policy comparison tools available in the Software..
2. **SETUP.** You are responsible for creating a link to StrateCision’s website and for integrating the StrateCision site into Your site, whether by running it within a frame within Your website or by other means. The Software can be customized for Your usage. This customization may include adding Your logo to the page, changing background or foreground colors to blend with Your site, restricting the set of policies displayed, restricting the states for which comparisons are available, and limiting the operations that site users may perform.

StrateCision will charge a Setup Fee for its customization, the amount of which is shown in a separate Fee Schedule.

**PASSWORD PROTECTION.** You the Licensee must limit access to StrateCision's programs as accessed within your website(s) to insurance professionals formally affiliated with you by contract. This is generally done by requiring a user to submit a secure password to gain access, although other methods may be acceptable provided that access to the programs is denied to the general public.

3. **TERM OF LICENSE AND PAYMENT.** StrateCision will initiate service to You on payment of the Setup Fee and first month’s Base Usage fee. The Base Usage Fee pays for usage measured as number of reports printed, and provides a maximum number of reports determined by the Usage Level that You choose. Usage exceeding this maximum will be charged to Your account and debited with Your next monthly payment. The maximum usage per month is specified in the separate Fee Schedule.

The Fee Schedule may be modified by StrateCision at any time. Any modification shall take effect beginning with Your next monthly billing period. You will be notified of any modification and have the option of closing your account before the new Schedule goes into effect.

4. **RENEWAL.** License to use the StrateCision website will renew automatically from month to month , and monthly payments shall be made by recurring debit of Your credit card or by Electronic Funds Transfer (EFT) initiated by StrateCision. If funds are not available for transfer from Your payment account, Your service will be

terminated until full payment is made. Payment is due on the first business day of each month for that month's service, and for any overage charge for the previous month. Any unpaid balance overdue by more than 30 days will be charged interest at the rate of 1.5% per month.

Payments may also be made by check, for a minimum of one year of service, in advance of receiving service.

5. **TERMINATION.** Either You or StrateCision may terminate Your service by giving written notice to the other party at least 10 business days before the termination date. You will then be responsible for any charges You have incurred for the then-current month of service, including services for which You have not yet been invoiced.
6. **INVOICES.** On a monthly basis, StrateCision shall provide to You an invoice showing Your usage of the Software for the previous month. You will be provided with an Administrative Login allowing you to view usage by user for the previous month or any other time period. Invoices will be sent to You by electronic mail (email). You are responsible for all usage by users accessing the Software through Your account.
7. **TRADEMARKS AND COPYRIGHTS.** The Software is owned by StrateCision and is protected by United States copyright laws and international treaty provisions. Therefore, You must treat the Software like any other copyrighted material. In particular, users of the Software may not remove the copyright notice from any printed reports produced by the Software.
8. **RESTRICTIONS.** The Web Site and Software is owned and operated by StrateCision. Modification of any material from the Software or use for any other purpose is a violation of StrateCision's copyright and other proprietary rights. Use of any such material from The Software on any other web site or computer environment is prohibited.

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9. **USER SUPPORT.** StrateCision does not provide end-user support to persons using Your account. Providing this support is Your responsibility. StrateCision staff will answer questions from a designated Contact Person on Your staff, and all questions or issues regarding use of The Software should be channeled through the Contact Person.
10. **LINKED WEB SITES.** StrateCision is responsible only for the content of web sites that are owned or maintained by StrateCision Because another web site is linked to the Software does not imply that: (a) StrateCision sponsors, licenses, endorses, is affiliated with or is otherwise connected to such web site, the products or services described therein or its owner, or (b) StrateCision has authorized the linked web site to use any trademark, trade name, logo or other trademarked or copyrighted material of StrateCision
11. **DISCLAIMER:** INFORMATION CONTAINED IN THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. STRATECISION DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR FREE FROM ERRORS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. STRATECISION DISCLAIMS LIABILITY FOR AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, INTERPRETATION OR RESULTS OF THE USE OF MATERIALS IN THE SOFTWARE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NEITHER DOES STRATECISION WARRANT ANY GIVEN LEVEL OF PERFORMANCE IN TERMS OF RESPONSE TIME IN USE OF THE SOFTWARE.
12. **LIMITATION OF LIABILITY.** Under no circumstances shall StrateCision be liable for any damages, direct, special, incidental, consequential, punitive or exemplary, or otherwise, that result from the use of, or the inability to use, the materials in the Software, even if StrateCision or a StrateCision authorized representative has been advised of the possibility of such damages.
13. **JURISDICTION.** As the Software is operated by StrateCision from within the United States of America, this Agreement shall be governed by and enforced in accordance with the laws of the State of Massachusetts [and venue for any action shall be Norfolk County, Massachusetts](#). If a court of competent jurisdiction finds any part of this Agreement void or unenforceable, the remainder should be enforced and the court should use its authority to amend it in order to fulfill the stated purposes of this Agreement.
14. **MODIFICATION OF AGREEMENT.** StrateCision reserves the right, at its sole discretion, from time to time to change, modify, add or remove any portion of this

Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be made by either email, regular mail, or posting on the Web Site.

15. **WAIVER AND SEVERABILITY OF TERMS.** The failure of StrateCision to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

16. **ENTIRE AGREEMENT.** This Agreement, together with the separate Fee Schedule, constitutes the entire agreement between StrateCision and You with respect to Your use of and access to the Software.

**Accepted by**

Licensee (print/type): \_\_\_\_\_

Authorized Individual (print/type): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_