

NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS
AUTOMATED VALUATION SERVICE PLUS (AVS+)
LICENSE AGREEMENT FOR THIRD-PARTY ADMINISTRATORS

THIS IS A LEGAL AGREEMENT BETWEEN YOU (“LICENSEE”) AND THE NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS (“NAIC” OR “LICENSOR”). 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.

RECITALS

The National Association of Insurance Commissioners (“NAIC” or “Association”) is the U.S. standard-setting and regulatory support organization created and governed by the chief insurance regulators of the 50 states, the District of Columbia and five U.S. territories (“NAIC Member”). The NAIC maintains a database of reported investments of insurers with Association Values. The Licensee has represented to the NAIC that it wishes access to the AVS+ and that its needs are consistent with Association Purposes (hereafter defined). Licensor is willing to grant such access on the terms and conditions set forth in this Agreement.

TERMS

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1) Definitions. The parties agree that the following words shall have the following meanings when used in this Agreement.
 - a) **Access Code** shall mean the user identification code assigned to the Licensee that allows access to the Automated Valuation Service Plus (AVS+) system.
 - b) **Access Fee** shall mean the fees described in the Fee Schedule, and any subsequent increases or decreases made by NAIC.
 - c) **Agreement** shall mean this License Agreement together with the Fee Schedule.
 - d) **Association Purposes** shall mean the entry of Association Values on Annual Statements as a means to determine eligibility for certain accounting treatment in the manner contemplated by applicable state

- a) **Association Purposes Only.** The Licensee represents and warrants that it will use the AVS+ only for Association Purposes.
- b) **Licensed Clients.** The Licensee represents and warrants that it will only use the AVS+ on behalf of Licensed Clients identified in Exhibit A, solely for their Association Purposes, which exhibit Licensee shall submit to NAIC prior to subscription access being granted and for each subsequent Licensed Client. **Use of the AVS+ for any entity not identified in Exhibit A will be considered a violation of this Agreement and may result in termination of this Agreement pursuant to Section 9(b) and/or legal action.**
- c) **Separate Portfolio.** Licensee shall exercise Portfolio Rights only for each Licensed Client's Portfolio separately and not commingle such with that of any other Person to generate a Report. Licensor shall assign separate Access Codes to Licensee and each Licensed Client as necessary to ensure compliance with this provision.
- d) **No Distribution.** The Licensee agrees that its use of the AVS+ shall be solely for its own internal use as a Third-Party Administrator. Licensee may not market, publish, sell, share, transfer, license or redistribute its Access Code or any information derived from the AVS+ in any manner or form, to any entity or Person that is not named as a Licensed Client in Exhibit A. Notwithstanding the foregoing, Licensee shall have the right to reproduce the information and data for its internal use, provided such internal use does not violate Section 6(f) below. Violation of this limitation on use will result in termination of this license and may result in legal action. Notwithstanding the foregoing, Licensee may use Association Values as part of the reports it provides in its ordinary course of business to clients and within its marketing materials to prospective clients, provided such marketing materials limit use of AVS+ data to aggregate values for illustrative purposes, which do not identify individual securities.
- e) **Nonassignable.** Licensee's right to the

the final accounting treatment actually accorded to insurer investments are state regulatory functions legally entrusted to insurance officials in the context of applicable law and practice. The NAIC has no regulatory authority;

- c) NAIC Designations are not market substitutes for or functional equivalents of the credit ratings of Rating Agencies and are not produced to permit investors to compare the likelihood of default or of full and timely payment between one or more securities;
- d) NAIC Designations or prices are not intended to be and should not be used as the basis upon which to buy or sell any security; and
- e) Assignment of an NAIC Designation to an investment in no way represents that the investment meets the definition of a bond pursuant to the Statements of Statutory Accounting Principles or that the investment can or should be reported as a bond.
- f) NAIC Designations are proprietary symbols of the NAIC and are only authorized to be created or assigned in a manner consistent with, and provided for in, the *Purposes and Procedures Manual*. The creation or assignment of NAIC Designations, or any product intended to replicate, imitate or estimate an NAIC Designation, by any Person not authorized to do so pursuant to, or in a manner inconsistent with, the *Purposes and Procedures Manual*, is improper and unauthorized.

8) Warranties and Indemnification

Licensee agrees that the following terms and conditions shall survive any termination of its right to access the materials identified above.

- a) Association Values are produced solely to assist NAIC members in determining appropriate accounting treatment for the investments of insurers. Many NAIC Designations are derived from the ratings of Rating Agencies and security prices in AVS+ are often derived from professional pricing services. All Association Values are based on information provided by or on behalf of insurers or obtained by SVO analysts from

OR THIRD-PARTY CLAIMS), SUFFERED BY LICENSEE AS A RESULT OF RELIANCE ON OR USE OF ASSOCIATION VALUES. In the event of any dispute between the Licensee and the Licensor, the parties agree that the Licensee's sole remedy and Licensor's sole liability shall in no event exceed the actual License fee paid by the Licensee during the current period, whether such claim is based on tort, contract, or other legal or equitable theory.

Notwithstanding the foregoing, Licensor represents and warrants that the AVS+ does not and will not violate or infringe any enforceable patent, trademark, trade secret, copyright, or similar intellectual property right. Licensor will defend all claims and pay all losses that a court finally awards or any settlement attributed to any claim made against Licensee alleging that the AVS+ infringes upon an enforceable patent, trademark, trade secret, copyright, or similar intellectual property right, provided Licensee (1) gives Licensor prompt written notification within 15 days of receipt of notice of any such claim; and (2) allows Licensor to control, and fully cooperates with the Licensor in the defense and all related settlement negotiations. In no event shall Licensor be liable for loss of profit, goodwill, or other special or any consequential damages suffered by Licensee in any way attributable to the AVS+.

9) Violation, Termination and Administrative Procedure.

- a) Violation. Licensee agrees that the violation of any term of this License Agreement shall constitute a violation of the License.
- b) Termination. Upon Licensee's violation of Section 6 of this License, the NAIC may, in its sole discretion, immediately terminate the License. If the NAIC shall decide to terminate the License, it shall terminate the Access Code and delete Licensee's Portfolio from the AVS+. The Licensee understands and agrees that it shall have no right of action for such termination.

10) Miscellaneous Provisions.

- a) ~~From Article 8 (i) 1 (T) 4.494 0.9 (cen)-4 (L)-0 Td()Tj0.5.4 (ee gTJ0v/TT5 71ee-1.5 (i).1 (s))5 (9)-12.3 (C)6.4 (.)TJ~~