

ONLINE SERVICES AGREEMENT

ONLINE SERVICES AGREEMENT (this "Agreement") is made and entered into effective as of the date of acceptance of this Agreement by INSURANCE SOFTWARE SOLUTIONS, INC., an Illinois corporation ("ISS") as set forth below.

1. GENERAL

ISS provides an online service site for the preparation and issuance of property, casualty and liability insurance certificates for community associations (the "Service") to users who have agreed to the terms and conditions stated below. The Service is owned and operated by ISS and is provided to the undersigned ("You") under the terms and conditions of this Agreement, which terms and conditions shall be deemed to include the terms and conditions of ISS's Registration Form and Privacy Policy available through the hyperlinks referred to below (said terms and conditions of this Agreement, the Registration Form and Privacy Policy are collectively hereinafter referred to as the "Terms").

This Agreement is a legal agreement between You and ISS. It states the terms and conditions under which You may access ISS's system and use the Service and use the software which operates the Service ("Software").

2. REGISTRATION

2.1 To use the Service, You must print out this Agreement, sign it and mail it to: Insurance Software Solutions, Inc., PO Box 1092, Deerfield, IL 60015-1092 and You must access, complete and submit the Registration Form. The Registration Form (and, in addition, a restatement of the Privacy Policy mentioned below) are available at <http://www.insurancecert.com>. ISS will not be bound until all of the foregoing have been completed by You and this Agreement is signed, dated and returned to You by ISS. As part of the registration process for the Service, You agree to:

(a) provide certain limited information about You as prompted to do so by the Service (which, by such provision, You warrant and represent to be current, complete and accurate); and

(b) maintain and update this information as required to keep it current, complete and accurate.

If ISS discovers that any of the foregoing information ("Registration Data") is inaccurate, incomplete or not current in any respect, ISS may terminate Your right to access and receive the Service immediately upon notice. ISS reserves the right to refuse the Service to any user for any reason or for no reason without liability or recourse to ISS of any kind. BY COMPLETING THE REGISTRATION PROCESS AND SUBMITTING A SIGNED ORIGINAL OF THIS AGREEMENT TO ISS YOU (AND, IF YOU ARE AN ENTITY, THE PERSON SIGNING FOR THE ENTITY, INDIVIDUALLY) SHALL BE IRREVOCABLY DEEMED TO HAVE WARRANTED AND REPRESENTED THAT:

(a) THE UNDERSIGNED SIGNATORY IS PROPERLY AUTHORIZED BY ALL NECESSARY ENTITY AND LEGAL ACTION TO SIGN FOR AND BIND THE CONTRACTING PARTY; AND

(b) YOU AGREE TO BE BOUND BY ALL OF THE TERMS (AS DEFINED ABOVE) INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. AS STATED ABOVE, BY COMPLETING THE REGISTRATION PROCESS AND USING THE SOFTWARE AND SERVICE, YOU AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THIS AGREEMENT.

2.2 PRIVACY NOTICE. Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about You with a non-affiliated third party unless the institution provides You with a notice of its privacy policies and practices, such as the type of information that it collects about You and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing You with this document, which, in part, notifies You of the privacy policies and practices of ISS.

We may collect nonpublic personal information about You from the following sources:

(a) **Information we receive from You such as on applications or other forms;**

(b) **Information about Your transactions we secure from our files, or from our affiliates or others;**

(c) **Information we receive from a consumer reporting agency; and/or**

(d) **Information that we receive from others involved in Your transaction, such as the real estate agent or lender.**

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about You. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law. WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW. We restrict access to nonpublic personal information about You to those employees who need to know that information in order to provide products or services to You. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Your nonpublic personal information.

By signing and returning this Agreement, You acknowledge receipt of the above policy notice.

3. ACCESS AND LICENSE

3.1 Access. ISS hereby grants You access to its system and the right to use the Service subject to the terms of this Agreement.

3.2 License. ISS hereby grants You a nonexclusive, personal, nontransferable license to use the Software, in executable form only, solely for the purpose of accessing ISS's system and using the Service. You may not:

- (a) copy, modify or otherwise create derivative works;
- (b) translate, reverse engineer or reverse compile, or disassemble;
- (c) sell, rent, sublicense, assign, or otherwise transfer, or distribute, the Software or this license.

3.3 Permitted Users. You may permit other members of Your organization to access the Service provided that each such person abides by the terms and conditions of this Agreement. By permitting others to use Your account, You assume all risk and liabilities resulting from their use. If You authorize a minor to use Your account, You are fully responsible for the online conduct of the minor, for controlling the minor's access to and use of the Service, and for the consequences of any misuse. It is Your responsibility to safeguard any personal identification number and password required to access the system. Your right to authorize others to use Your account is not assignable or transferable.

4. CHANGES

The Service, ISS's system, and this Agreement may change from time to time. ISS reserves the right, at ISS's sole discretion and without prior notice or liability, to discontinue or alter the Service or any feature of the Service including, without limitation:

- (a) restricting the time of availability (it being currently anticipated that availability will be restricted only for maintenance/upgrade purposes and ISS will attempt to engage in such activities as restrict access only outside of normal, Chicago, Illinois local business hours);
- (b) restricting the availability and/or scope of the Service for certain types of computers and operating systems;
- (c) restricting the procedures for or amount of access or use permitted;

(d) restricting or terminating any user's right to access and use the Service;
and

(e) changing system hardware and software.

Any change is effective immediately upon a posting on the Service, electronic mail, or conventional mail. By continuing to use the Service, You accept any such changes. If any such changes are not acceptable to You, You may terminate this Agreement at any time as described below.

5. CHARGES AND PAYMENT

5.1 Set-up Fee. ISS will charge You a one-time set-up fee of \$1,000.00. This is for the initial setting up of Your account and software and other configuration to get You started. In addition, payment of this fee entitles You to not more than two (2) hours of training by telephone and free telephone technical support for a period of fifteen (15) business days after the opening of Your Account.

5.2 Service Fee. ISS will charge You an annual service fee for the Service plus any applicable sales, use, value-added, personal property, or other governmental tax imposed on the Service. Current rates are available online or by telephone or e-mail to ISS's Customer Service. Rate changes are effective immediately after they have been published online at the ISS site and apply to the next due annual service fee payment. This annual service fee allows You to use the Service for up to 1,000 separate master certificates of insurance. Payments for additional master certificates of insurance must be approved in advance by ISS prior to utilizing the Service for the same.

5.3 Payment. You must pay by check or money order. ISS does not accept credit or debit cards for payment of Service Fees.

(a) You must pay in full for the set-up fee and first year's Service Fee by check or money order payable to the order of INSURANCE SOFTWARE SOLUTIONS, INC. along with the signed copy of this Agreement. For all future Service Fees, ISS will send You an invoice due and payable within thirty (30) days after the date of the invoice.

(b) In the event that You do not make payment by check or money order when due, You will be in violation of this Agreement and ISS may terminate this Agreement and terminate Your access to the Service without any notice to You. A late charge will be added of 1.5% per month or the highest rate permitted by law for amounts that are overdue.

5.4 Equipment and Connect Charges. You are responsible for obtaining, installing, maintaining, and operating all computer and telephone equipment and telephone access lines and for all telephone and other charges necessary to access the Service.

5.5 Customization. Customizations to the Software may be purchased by You at ISS's rates in effect at the time of the request during the term of this Agreement. All requests

will be submitted in writing by You and ISS, subject to its approval of such requests which approval may be granted or withheld in the sole and unfettered discretion of ISS, will arrange for a response in a timely manner with a quote which will include a timetable to complete the work and the estimated number of hours to complete the task. You will respond in writing to the quote. All amounts due for customization are payable in advance and neither ISS nor a contractor of ISS will have any obligation to commence any work unless and until such payment shall have been received. Any additional work during the customization process will be estimated and paid for in full prior to commencement of the same. All customizations will be owned by and shall be the sole and exclusive property of ISS.

6. SYSTEM RULES

6.1 You agree to supply ISS with accurate and complete information as specified on the online registration form and to inform ISS promptly of any change in such information.

6.2 You are responsible for all use of Your account. You agree to carefully safeguard all of Your passwords. You are solely responsible if You do not maintain the confidentiality of all passwords and account information. Furthermore, You are solely responsible for any and all activities that occur under Your account. You agree to immediately notify ISS of any unauthorized use of Your account or any other breach of security actually or constructively known or learned by You including, if You believe that Your password or account information has been stolen or otherwise compromised.

6.3 The Service and Software may only be used for lawful purposes and consistent with the rights of other users and third parties. Without limiting the foregoing, the Service and Software shall not be used in a manner that would violate any law or infringe any copyright, trademark, trade secret, right of publicity, right of privacy, or any other right of any third party, or for the purpose of transmitting or storing material that is obscene or defamatory. You are prohibited from posting on, or transmitting through the Service, any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. You are solely responsible for compliance with all laws, rules and regulations pertaining to Your business and pertaining to the use of the internet and privacy laws in the conduct of Your business and the use of the Service. You agree not to interfere with or disrupt networks connected to the Service or attempt to gain unauthorized access to other computer systems or interfere with another user's use and enjoyment of the Service. You agree to indemnify ISS for and hold ISS harmless from and against any and all loss, cost or expense (including reasonable attorneys' fees) directly or indirectly related to any breach of this subparagraph 6.3 and/or the remainder of this Agreement.

6.4 You further agree that You are solely responsible for the content of Your transmissions through the Service. ISS does, however, reserve the right to take any action with respect to the Service that ISS deems necessary or appropriate in ISS's sole discretion, if ISS believe You or Your transmissions or use of the Service may create liability for ISS.

6.5 ISS reserves the right to refuse to provide access to the Service to anyone.

7. DISCLAIMER; LIMITATION OF LIABILITY

THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. ISS DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED BY IT UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ISS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF ISS TO YOU OR ANY USER FOR ANY LOSS, CLAIM, DAMAGE, OR LIABILITY OF ANY KIND, INCLUDING DUE TO ISS'S NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO ISS DURING THE TWELVE MONTH PERIOD PRECEDING THE CLAIM.

8. INDEMNIFICATION

You agree to indemnify and hold ISS, its officers, directors, employees, and agents harmless from and against any claims and expenses (including reasonable attorney's fees) arising out of or directly or indirectly related to:

- (a) any fraud, manipulation or other breach of the Terms or this Agreement;
- (b) the use of Your account by any person regardless of whether such use is authorized;
- (c) any third-party claim, action or allegation of infringement based upon information, data, files or other content submitted by You; and/or
- (d) any third-party claim, action or allegation brought against ISS arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any services.

9. PRIVACY

ISS will not sell or rent Your personally identifiable information to anyone unless You expressly consent to disclosures of Your personal identification and other personal information to third parties. We may send personally identifiable information about You to third parties when:

- (a) ISS has Your consent to share information or;
- (b) ISS determines that Your actions violate any one or more of the Terms; or

(c) ISS responds to subpoenas, court orders or legal processes which ISS believes, in its sole discretion, to be valid.

More information about ISS's current privacy policy can be found at <http://www.insurancecert.com>.

Your consent to Electronic mail and other transmissions passing through the Service or over the Internet and through ISS's system are not secure, and ISS cannot guarantee the security or privacy of any of Your information or communications. Except as otherwise provided in the Terms, ISS will not intentionally monitor or disclose any private electronic communications, except to the extent necessary to identify or resolve system problems or as otherwise permitted or required by law.

10. EDITORIAL CONTROL

ISS reserves the right to monitor transmissions, other than private electronic communications, as necessary to provide service and otherwise to protect the rights and property of ISS. Notwithstanding the foregoing, ISS does not have the practical ability to restrict conduct, communication, or content that might violate this Agreement before transmission on the Service, nor can ISS assume any liability for any action or inaction with respect to such conduct, communication, or content.

11. PROPRIETARY RIGHTS

11.1 Software. The Software and any accompanying documentation and written materials are the sole and exclusive property of ISS and are protected by copyright and trade secret law and international treaties.

11.2 Content. You acknowledge that the Service contains information, software, photos, video, graphics, sound, music, and other material ("Content") that are protected by copyright, trademark, trade secret, and other intellectual property law and that the rights in such Content are valid and protected in all forms, media, and technologies that now exist or that may be developed in the future. You may not modify, publish, distribute, transmit, transfer or sell, create derivative works, or in any way exploit any of the Content, in whole or in part. If no specific restrictions are displayed, You may make copies of portions of the Content, including material protected by copyright, trademark, or other proprietary rights, provided the copies are made for Your personal use and that You maintain any copyright, trademark, or other proprietary rights notices on the copies of the Content. Except as stated immediately above or as permitted by the fair use provision of U.S. copyright law, You may not upload, post, reproduce, or distribute any Content protected by copyright or other proprietary rights without the permission of the copyright owner.

11.3 Third Party Content and Services.

(a) You may only upload or otherwise distribute via the Service Content that is not subject to any copyright or other proprietary rights protection or for which You have the

owner's express authorization for such online distribution. The unauthorized uploading or distribution of copyrighted or other proprietary Content constitutes a breach of this Agreement, and could subject You to criminal prosecution, personal liability for any damages arising from any infringement, and to termination of this Agreement. By uploading Content to the Service in any area that is generally accessible to other users, You automatically grant or warrant that the owner of the Content has expressly granted ISS the royalty-free, perpetual, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute, and transmit the Content, in whole or in part, worldwide and/or to incorporate it in other works in any form, media, or technology, now known or that may be developed in the future, for the full term of any copyright, including renewals thereof, that may exist in such content. You also grant or warrant that the owner of the Content grants to other users the right and license to access, view, store, or reproduce the Content for that user's personal use. Subject to the foregoing, the owner of the Content uploaded or distributed on the Service retains all rights that may exist in such Content.

(b) ISS is a distributor and not a publisher of Content supplied by third parties and users. Accordingly, ISS has no more editorial control over such Content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other Content expressed or made available by third parties are those of the respective authors, owners, or distributors and not of ISS. In no event will ISS be liable for any loss or damage caused by a user's reliance on Content obtained through the Service. It is Your responsibility to evaluate the accuracy, completeness, or usefulness of any information, advice, opinion, or any other Content available through the Service.

(c) The Service may permit You to receive information and order and receive merchandise and services directly from businesses that are not owned or operated by ISS. The purchase, payment, warranty, delivery, and any other terms concerning such information, merchandise, and services are solely between You and such businesses.

11.4 Export. The U.S. export control laws regulate the export and re-export of technology originating in the United States, including the electronic transmission of information and software to foreign countries and foreign nationals. You agree to comply with these laws and not to transfer by electronic transmission or otherwise, any Content derived from the Service without obtaining any required government authorization. You further agree not to upload to the Service any data or software that cannot be exported without prior written government authorization, including without limitation, certain types of encryption software.

12. TERMINATION

12.1 For Any Reason. Either You or ISS may terminate this Agreement for any reason at any time by giving the other party notice of termination. Such termination shall be effective upon receipt of notice. If ISS terminates this Agreement without cause, You will be entitled to a refund of a prorated portion of the annual service fee referred to above.

12.2 For Cause. ISS may terminate this Agreement without notice for any conduct that ISS believes in its sole discretion violates this Agreement or the Terms, interferes with other

users' use of the Service, or is otherwise inappropriate.

12.3 Effect of Termination. Upon termination, Your license to use the Software automatically terminates, and ISS will delete all data, files, or other information stored in Your account and Your right and ability to use the Services or have Your associations use the Service shall cease. No such termination shall relieve You of Your obligations to comply with the Terms other than the obligation to make any continuing payments except to the extent the same have already been accrued and are due. Except as otherwise provided, no annual service fees and/or any prepaid charges will be refunded or prorated.

13. MODIFICATIONS

ISS may amend the Terms at any time by:

(a) posting a revised Terms of Service document on <http://www.insurancecert.com>; or

(b) sending information regarding the Terms amendment to the e-mail address You provide to ISS.

You are responsible for regularly reviewing the <http://www.insurancecert.com> site to obtain timely notice of such amendments. You manifest intent to accept the amended Terms if You continue to use Your membership account after such amended Terms have been posted or information regarding such amendment has been sent to You. Otherwise, the Terms may not be amended except in writing signed by both parties. Further, ISS reserves the right to modify or discontinue the Service with or without notice to You. ISS shall not be liable to You or any third party should ISS exercise its right to modify or discontinue the service.

14. MAINTENANCE AND UPDATES

You understand that ISS may update the Software at any time, but is under no obligation to inform You of or furnish to You any such updates. This Agreement does not grant You any right, license or interest in or to any support, maintenance, improvements, modifications, enhancements or updates to the Software or supporting documentation. To the extent that ISS supplies any updates to You, such updates will be deemed to be subject to all of the Terms unless ISS indicates otherwise. ISS reserves the right to charge fees for any future versions of or updates to the Software.

15. LEGAL NOTICES TO CALIFORNIA USERS

California users are entitled to the following consumer rights information under California Civil Code §1789.3:

(a) Pricing Information. Current rates for using the Service may be obtained by calling 1-800-420-2995. ISS reserves the right to add, delete, or change fees or charges at any time upon notice as provided in this Agreement.

(b) Complaints. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at 1-916-445-1254.

16. GENERAL

16.1 Choice of Law. This Agreement, the Terms and their validity, construction, and performance shall be governed in all respects by the laws of the State of Illinois without regard to its choice of law rules. Venue for any action related to the Terms or the Services shall be in courts located in Cook County, Illinois.

16.2 No Waiver. ISS's failure to insist upon strict performance of any of the provisions of this Agreement or the other Terms shall in no way constitute a waiver of future violations of the same or any other provision.

16.3 Modification. Except as otherwise provided above, this Agreement shall not be modified in any way except by a writing signed by both parties.

16.4 Severability. If any provision or portion of this Agreement or the other Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement and the Terms shall not in any way be affected or impaired thereby.

16.5 The provisions of this Agreement relating to confidentiality, warranties, and indemnification shall survive any termination or expiration of this Agreement.

16.6 Entire Agreement. This Agreement and the remaining Terms constitute the entire agreement of the parties with respect to their subject matter and supersede all existing agreements and all oral, written, or other communications between them concerning such subject matter.

16.7 No Assignment. This Agreement may not be assigned by You without the express written consent of ISS and any purported assignment in violation of this provision shall be deemed a violation of the Terms and shall be void.

16.8 Force Majeure. ISS shall not be liable for any delay or failure to perform resulting, directly or indirectly, from any cause or causes beyond the reasonable control of ISS.

16.9 Notices. Unless otherwise provided in this Agreement, any notice required or permitted to be given under this Agreement shall be delivered:

(a) by hand;

(b) by certified mail, postage prepaid, return receipt requested to the address provided below by the other party or to such other address as a party may designate by written

notice in accordance with this provision;

(c) by overnight courier to the address referred to in subparagraph (b) of this Section 16.9, above; or

(d) by electronic mail with confirming letter mailed under the conditions described in subparagraph (b) of this Section 16.9, above.

Notice so given shall be deemed effective when delivered per subparagraph (a) of this Section 16.9, above, three (3) business days after mailing when sent per subparagraph (b) of this Section 16.9, above, one (1) business day after sending when sent per subparagraph (c) of this Section 16.9 and when sent by electronic mail per subparagraph (d) of this Section 16.9.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on the date set forth below their respective signatures.

YOU:

Type or Print Corporate or Entity Name

By: _____

Title: _____

Address: _____

Telephone: _____

E-Mail: _____

Signature Date: _____

ISS:

INSURANCE SOFTWARE SOLUTIONS, INC.

By: _____

Title: _____

Address: 740 Waukegan Road, Suite 402

PO Box 1092

Deerfield, IL 60015-1092

Telephone: 800-420-2995

E-Mail: sales@insurancecert.com

Signature Date: _____