

DAVID CORPORATION

RMIS INSIGHTS TERMS OF SERVICE

Effective Date: April 11, 2016
Version: 1.0

THE ONLINE ORDER FORM(S) OF DAVID CORPORATION ("DAVID" OR "WE", "US", "OUR", OR SIMILAR DESIGNATIONS) AND THESE TERMS OF SERVICE (COLLECTIVELY, THIS "AGREEMENT") SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND DAVID CONCERNING YOUR USE OF THE SERVICE. BY ORDERING OR OTHERWISE USING THE SERVICE, YOU AGREE TO AND ACCEPT THIS AGREEMENT, INCLUDING THE SPECIFIC LIMITATIONS SET FORTH IN SECTIONS 2, 3, 5, 6, AND 10-13. YOU MAY USE THE SERVICE ONLY IN ACCORDANCE WITH THIS AGREEMENT. NO OTHER CONTRACT OR TERMS CONCERNING THE SERVICE MAY BE CREATED IN ANY OTHER MANNER, INCLUDING BY MEANS OF YOUR PURCHASE ORDERS OR SIMILAR DOCUMENTS (EVEN IF SIGNED OR ACKNOWLEDGED BY DAVID), WHICH SHALL NOT MODIFY OR AMEND THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, YOU SHALL NOT BE ENTITLED TO USE THE SERVICE.

1. DEFINITIONS.

"Claim(s)" means a formal, valid request to an insurance company asking for a payment based on the terms of an insurance policy.

"Content" means all representations of Data, including graphical representations, which may be viewed and shared via the Service.

"Data" means information uploaded to and shared on the Service related to Claims.

"Documentation" means any guides, instructions, policies, FAQs, and reference materials provided to you or your users by DAVID in connection with use of the Service, and related services, which may be amended by DAVID from time to time.

"Order Form(s)" means the online order forms or other forms from DAVID (submitted via the Service or otherwise) evidencing the initial order for the Service, and any subsequent order forms or other forms from DAVID, specifying, among other things, the number of Claims authorized to be submitted to the Service and the applicable fees, if any, and such other charges and terms as agreed between the parties. Capitalized terms in the Order Form(s) not otherwise defined in the Order Form(s) are as defined in these Terms of Service.

"Service" means the currently available version of RMIS Insights by DAVID, software as a service, providing a solution for risk managers for sharing and comparing RMIS data analytics, and related services and features, and any additions, modifications, or enhancements thereto.

The terms "you" or "your" refer to the entity, which has requested authorization to use the Service and which has been authorized by DAVID to use the Service, as provided in the Order Form(s). The term "user" means any authorized user of the Service, including you. The term "your users" means your employees authorized to use the Service under your account.

2. LICENSE AND RESTRICTIONS.

2.1 Use of the Service is limited to insurance companies, risk managers, claim managers, insurance professionals and other users which are pre-approved and authorized by DAVID in its sole and absolute discretion. DAVID may require potential users of the Service to verify their eligibility prior to approval and authorization. DAVID may also require users to re-verify their eligibility at any time.

2.2 DAVID hereby grants you and your users a limited, personal, non-exclusive, non-transferrable, non-assignable, terminable license to internally use the Service for personal, educational, and noncommercial purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by DAVID.

2.3 Neither you nor your users shall: (i) modify, disassemble, decompile or reverse engineer the Service, except to the extent that such restriction is expressly prohibited by law; (ii) share, rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Service to any third party or use the Service to provide time sharing or similar services for any third party; (iii) make any copies of the Service, or make any copies of the Content or Data except as allowed by the Service; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service, features that prevent or restrict use or copying of any Content or Data accessible through the Service, or features that enforce limitations on use of the Service, Content, or Data; (v) delete the copyright and other proprietary rights notices on the Service or Content; (vi) integrate the Service, Content or Data with any other software except as provided in the Documentation; or (vii) engage in any fraudulent or illegal activity, violate any laws or third party rights, or violate the policies and procedures contained in the Documentation.

2.4 You and your users may use the Service only for its intended purpose and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store corrupt, inaccurate, incomplete, or fraudulent Data; (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Service or Data; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

2.5 You, and your users individually, are responsible for all activity occurring under your accounts and shall abide by all applicable local, state, national, and foreign, laws, treaties and regulations in connection with use of the Service. You shall: (i) notify DAVID immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to DAVID immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Content that is known or suspected by you or your users; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service.

2.6 DAVID RESERVES THE RIGHT TO DISABLE ANY USER'S USE OF OR ACCESS TO THE SERVICE WITHOUT NOTICE IF IT REASONABLY BELIEVES, IN GOOD FAITH, THAT SUCH USER'S USE OF OR ACCESS TO THE SERVICE IS IN FURTHERANCE OF SOME PROSCRIBED PURPOSE OR SCHEME OR A VIOLATION OF THIS AGREEMENT OR THE EULA.

3. DATA AND CONTENT. You own all Data uploaded by you and your users to the Service. You grant DAVID a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use such Data to provide the Service, including, without limitation, aggregating such Data with other Data and information and producing Content for DAVID and other users. DAVID hereby grants you and your users a limited, personal, non-exclusive, non-transferrable, non-assignable, terminable license to use the Content for personal, educational, and noncommercial use in accordance with the terms of this Agreement. When you or your users delete your Data, such Data may persist in backup copies for a reasonable period of time (but will not be available to others) and may continue to persist in Content. When you or your users upload Data to the Service, the Service may ask you or your users to certify that you have the right to upload and use such Data, and further that you have the right to grant the license in this Section 3. Neither you nor your users shall upload Data or take any action on the Service that infringes or violates someone else's rights or otherwise violates the law.

4. PROFESSIONAL SERVICES. Any professional services requested by you and provided by DAVID in association with the Service, if any, shall be provided in a separate service agreement between you and DAVID.

5. OWNERSHIP. All right, title, and interest in the Service and Content, including, without limitation, all patents, copyrights, trade secrets, and other proprietary rights in the Service and Content shall at all times remain solely and exclusively the property of DAVID (or its licensors, where applicable), whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Service is used or licensed. DAVID shall further own all right, title, and interest in any copy, translation, modification, adaptation, enhancements or derivation of the Service and Content, even if developed or recommended by you. You shall not take any action that jeopardizes DAVID's proprietary rights or acquire any rights in the Service and Content. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service and Content, or the intellectual property rights owned by

DAVID. Except as specifically provided in Section 2 and 3 above, no license under any patents, copyrights, trademarks, trade secrets, or any other intellectual property rights are granted by DAVID to you. DAVID's name, logo, and the product names associated with the Service are trademarks of DAVID or third parties, and no right or license is granted to use them.

6. PROPRIETARY MARKS. Except as specifically authorized by DAVID in writing, you shall not alter, change or remove from the Service any trademark, other proprietary mark or proprietary rights notice.

7. SUPPORT. DAVID provides limited customer support to you and your users. Standard support hours are Monday-Friday from 9 a.m. to 5 p.m. Pacific Time via e-mail and online support only. DAVID has no obligation to provide additional services or upgrades, modifications, or new releases to the Service under this Agreement. DAVID may voluntarily provide some or all of these items; should DAVID do so, any such action shall not be considered a waiver of this provision.

8. FEES AND PAYMENTS.

8.1 Service Fees. The Service is free up to a limited number of Claims uploaded to the Service. Additional Claims may be uploaded to the Service for the then-applicable Service fees ("Service Fees") as provided in your Order Form(s). You shall make all payments for Service Fees to DAVID as provided in your Order Form(s) in advance. DAVID reserves the right to modify its Service Fees and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by email.

8.2 Payment Terms. All amounts are stated and payable in U.S. Dollars and do not include taxes. If DAVID is required to pay taxes in connection with this Agreement, including without limitation sales, use, GST, value-added, or other taxes (excepting taxes based on income), such taxes will be invoiced to and paid by you. DAVID reserves the right to modify the procedures used for invoicing/paying the Service Fees, as well as changing the Service Fees due. DAVID shall provide you with at least thirty (30) days written notice prior to making any changes to the payment procedures or the amount of Service Fees due for subsequent contract terms.

8.3 You agree to provide DAVID with complete and accurate billing and contact information. This information includes company name, street address, email address, and name and telephone number of an authorized billing contact and your contracts administrator. You agree to update this information within 30 days of any change to it.

8.4 If you believe any charge is incorrect, you must contact DAVID in writing within 60 days of the payment containing the amount in question to be eligible to receive an adjustment or credit.

9. TERM AND TERMINATION.

9.1 Term. This Agreement shall become effective on the date referenced in your Order Form(s) and shall remain in until terminated pursuant to Sections 10.2 or 10.3 below.

9.2 Termination for Convenience. Either party may terminate this Agreement at any time upon advanced notice. You may terminate this Agreement by terminating your account via the Service. DAVID may terminate this Agreement by email notification to you.

9.3 Termination for Cause or Default. Either party may terminate this Agreement immediately upon written notice if the other party ceases to do business or (i) becomes insolvent, admits insolvency or admits a general inability to pay its debts as they become due; (ii) files a petition for protection under the bankruptcy laws of any jurisdiction; or (iii) an involuntary petition in bankruptcy is filed against such other party and is not dismissed within thirty (30) days thereafter. You may also terminate this Agreement if DAVID fails to perform a material obligation hereunder and fails to cure such nonperformance within twenty (20) days following written notice thereof. DAVID may also terminate this Agreement if you fail to perform a material obligation hereunder (without notice or an opportunity to cure); provided that, any breach of the restrictions in Section 2 of this Agreement by you, or any breach of your payment obligations shall be deemed a material breach of this Agreement.

9.4 Effect of Termination. No refund of Service Fees shall be due in any amount on account of a termination by you under Section 10.2 or by DAVID under Section 10.3 of this Agreement. However, in the event a refund of Service Fees is due, the Service Fee shall be prorated to reflect the period during which you were able to make use of the Service. When this Agreement terminates, DAVID shall cease providing the Service to you.

10. WAIVER; DELAYS. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 11, THE SERVICE IS DISTRIBUTED AND PROVIDED "AS IS" WITHOUT ANY WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAVID SPECIFICALLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This waiver of warranty affects your specific legal rights; you may have rights which may vary depending upon where you are located. Some jurisdictions do not allow limitations on implied warranties, so the limitations above may not apply to you.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DAVID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11. LIMITED WARRANTY AND INDEMNIFICATION. DAVID represents and warrants that the Service will perform substantially in accordance with the Documentation; that it has the legal right to grant the licenses granted herein, including without limitation the license to any third party software; and that the Service does not contain any known viruses. DAVID agrees to defend you and your users from and against any third party claim or action based on any alleged infringement of any United States patent, copyright, trade secret, or other proprietary right as a result of the use of the Service according to the terms and conditions of this Agreement, and DAVID agrees to indemnify you and your users from any damages awarded against you in any such infringement claim or action or settlement thereof; provided, however, that (i) DAVID is promptly notified in writing of such claim, (ii) you grant DAVID sole control of the defense and any related settlement negotiations, and (iii) you cooperate with DAVID in defense of such claim. Notwithstanding the foregoing, DAVID shall have no obligation to indemnify you or your users under this Agreement in the event the third-party infringement claim arises from your own infringing activity or that of another user.

12. LIMITATION OF LIABILITY. EXCEPT FOR DAVID'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAVID (AND ITS LICENSORS OR SUPPLIERS) SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SERVICE, HOWEVER SUCH DAMAGES ARISE AND/OR WHETHER SUCH DAMAGES ARE CLAIMED IN TORT, CONTRACT OR OTHER ACTION, EVEN IF DAVID HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAVID'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, IN NO EVENT SHALL DAVID'S LIABILITY FOR ANY CLAIM WHATSOEVER HEREUNDER (OR ASSOCIATED HEREWITH) EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. Some jurisdictions do not allow for the exclusion or limitation of incidental or consequential damages, so the limitations above may not apply to you.

13. GENERAL.

13.1 Notices. All notices to either party shall be in writing and shall be considered given on the date of (i) confirmed delivery if sent by overnight courier or express mail service, (ii) confirmed delivery if sent by postage pre-paid certified or registered mail (or the equivalent), return receipt requested or (iii) personal delivery. If this Agreement provides that notice may be provided via email, such notice shall be considered given on the date sent if sent with requesting confirmed receipt.

13.2 Assignment. Neither party shall assign or otherwise transfer any of their rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that either party may assign this Agreement, without consent, in connection with sale of a majority of such party's voting interests or substantially all of its assets to an acquiring party.

13.3 Governing Law; Jurisdiction; Arbitration. Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed, construed and enforced in all respects by the laws of the State of Michigan, excluding its choice of law/conflict of law provisions. Unless DAVID elects (in its sole option) to proceed in your local jurisdiction, the jurisdiction and venue of any arbitration, litigation or other dispute resolution method between the parties (which arises out of or relates to this Agreement) shall be exclusively in Oakland County, Michigan; you expressly submit and consent to such exclusive jurisdiction and venue. Other than DAVID's right to seek injunctive relief, any claim or dispute arising out of or relating to this Agreement shall be decided by confidential binding arbitration before a single arbitrator. The parties shall equally split the arbitrator's fees.

13.4 Export Controls. You agree to comply with all applicable laws, domestic or foreign. You further understand that the Service may be subject to restrictions and controls imposed by the U.S. Export Administration Act, as amended, and agree, if informed by DAVID, to comply with applicable export and import control laws and regulations issued from time to time by the U.S. Department of Commerce and other governmental agencies, foreign or domestic.

13.5 Entire Agreement; Amendments; Waiver. This Agreement constitutes the entire understanding and agreement between you and DAVID with respect to its subject matter. Subject to the conditions in this Section 13.5, DAVID may, in its sole discretion, amend this Agreement at any time by posting a revised version on the Service and notify you on the home page of the Service of the revised version and the effective date of the same. Any revisions to this Agreement will take effect as provided in the notice. Your continued use of the Service after the effective date of a revised version of this Agreement constitutes your acceptance of and agreement to be bound by such revised Terms of Service. If there is any conflict between an Order Form, the Documentation and/or these Terms of Service, the following terms shall govern in the following priority: first, the Terms of Service, then the Documentation, and then the Order Form. Your purchase orders or similar documents (even if signed by DAVID) shall not modify or amend this Agreement. The failure of either party to object to or act with respect to any conduct of the other party that is in violation of the terms of this Agreement shall not be construed as a waiver thereof. If any provision of this Agreement is for any reason and/or to any extent determined to be unenforceable under applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

13.6 Providing Notice. Should you wish to or are required to notify DAVID under this Agreement, use the contact information provided on the Service.

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