CSG Actuarial

**WWW.CSGACTUARIAL.COM**

**Terms of Use**

This Agreement is effective by and between CSG Actuarial, LLC ("Licensor"), and Licensee. In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. LICENSE**

1.1 License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee an irrevocable, non-exclusive, non-transferable license to utilize the information and materials ("Licensed Materials").

1.2 Authorized Users. The term "Authorized Users" shall mean Licensee and an individual employed or contracted by the Licensee and authorized to access and use the Licensed Materials. Licensee may include up to and no more than 5 authorized users utilizing the service concurrently.

1.3 License Restrictions. Licensee shall use its best efforts to ensure that the Authorized Users do not: (i) reproduce, modify or create derivative works of the Licensed Materials; (ii) download or attempt to download the Licensed Materials, or reverse engineer, decompile or otherwise make accessible to unauthorized parties or determine the source code of the Licensed Materials; (iii) remove, modify, or obscure any copyright notices or other proprietary legends of the Licensed Materials; (iv) run data mining/crawling programs or macros against the Licensed materials ; (v) transfer, lease, lend, sublicense, resell, grant a security interest in or otherwise distribute or allow any third party (except for the "Authorized Users") access to all or any portion of the Licensed Materials; (vi) use Licensed Materials to spam via email.

1.4 Audit. Licensee hereby grants Licensor the right to conduct such audits of Licensee's use of the Licensed Materials as are necessary to ensure compliance with the terms of this Agreement.

1.5 Suspension of Service. Licensor may suspend Licensee access to the Licensed Materials if (i) Licensee is in breach of this Agreement; (ii) Licensee is delinquent in paying its license Fee. Licensor shall not be liable to Licensee or to any third party for any suspension of access described in this Section.

**2. FEES**

2.1 Fees. As a condition of Licensee's access to and use of the Licensed Materials, Licensee agrees to pay all

applicable fees as described, including all applicable taxes thereon ("Fees"). All Fees are non-refundable.

2.2 Modifications. Licensor reserves the right to change the Fees from time to time, provided that, no change in the Fees will be effective as to purchases accepted by Licensor prior to the effective date of such change.

**3. PROPRIETARY RIGHTS**

3.1 Retention of Rights. Except for the limited license expressly granted herein, Licensor expressly reserves all right, title and interest in and to the Licensed Materials, and all processing, analytics, and other software and technology used by Licensor in the provision of the Licensed Materials, including, without limitation, any derivative, improvement, or extension of the Licensor Materials conceived, reduced to practice or otherwise developed on or on behalf of Licensor, all of which are valuable assets of Licensor, and any copyright, patent or trademark or other intellectual property right, or federal or state right, pertaining thereto.

3.2 Non-disclosure. Except as otherwise specifically permitted hereunder, Licensee and its Authorized Users shall use their best efforts to keep the Licensed Materials confidential and shall not disclose the Licensed Materials or any other proprietary information of Licensor to any third party without the prior written consent of Licensor.

**4. INDEMNIFICATION**

Licensee agrees to indemnify, hold harmless and defend Licensor, at Licensee's expense, against any and all third party claims, actions, proceedings, and suits brought against Licensor or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred by Licensor or any of its officers, directors, employees, agents or affiliates, arising out of or relating to: (i) Licensee's breach of any term or condition of this Agreement; or (ii) Licensee's unauthorized use of the Licensed Materials. In such a case, Licensor will provide Licensee with written notice of such claim, suit or action. Licensor reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Licensee.

**5. DISCLAIMERS**

5.1 Information Provided. The Licensed Materials and other information, reports and services included in or made available to Licensee pursuant to this Agreement may include inaccuracies or typographical errors. Licensor does not represent or warrant the Licensed Materials or any other products or services provided in connection therewith will be correct, accurate, timely, or otherwise reliable. Licensor does not guarantee any results related to the use of Licensed Materials.

5.2 General Disclaimer. LICENSEE AGREES

THAT LICENSEE'S USE OF THE LICENSED MATERIALS AND ANY OTHER PRODUCTS OR SERVICES IN CONNECTION THEREWITH ARE AT LICENSEE'S OWN RISK. THE LICENSED MATERIALS ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY LISCENSOR EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE FEES CHARGED FOR THE LICENSE.

**6. LIMITATIONS OF LIABILITY**

6.1 Consequential Damages. LICENSOR WILL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING PARAGRAPH.

6.2 Licensor's Liability. LISCENSOR'S CUMULATIVE LIABILITY TO LICENSEE OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE FEES PAID BY LICENSEE TO LISCENSOR.

**7. TERMS AND TERMINATION**

7.1 Term. The term of this Agreement shall be as set forth.

7.2 Termination. Notwithstanding the foregoing, either party may terminate this Agreement upon notice to the other party in the event the other party breaches any of the terms of this Agreement. Upon any termination of this Agreement, (i) Licensor will cease providing the Licensed Materials; (ii) any outstanding balance payable by Licensee to Licensor will become immediately due and payable; and (iii) Licensee will not be entitled to any refunds of any Fees.

**8. COMPLIANCE**

Licensee agrees not to use the Licensed Materials in any way or for any purpose that would violate, or would have the effect of violating, any applicable laws, rules or regulations or any rights of any third parties, including, but not limited to, any law or right regarding any copyright, patent, trademark, trade secret, or other proprietary or property right, false advertising, unfair competition, defamation or invasion of privacy.

**9. MISCELLANEOUS; APPLICABLE LAW**

**AND VENUE**

9.1 Miscellaneous Terms. Licensor shall be excused from performance hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. This Agreement (including any Exhibits) represents the complete agreement between the parties, and supersedes all prior agreements and representations. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. No failure by Licensor to enforce any of its rights under this Agreement will act as a waiver of such rights.

9.2 Applicable Law / Venue. This Agreement shall be governed by and construed under the laws of the state of Nebraska without reference to its conflict of law principles. Each party agrees to submit to the exclusive and personal jurisdiction of the courts of Nebraska.

*Licensor reserves the right to amend the Terms of Use at any time and without notice.