

AVS LICENSE AGREEMENT
CONTRACT ADDENDUM #1

This Addendum, effective February 1, 2009, amends the Automated Valuation Service (AVS) License Agreement (“Agreement”) by and between the National Association of Insurance Commissioners and _____ dated _____, 2008. This Addendum shall be renewable for subsequent one-year terms as provided in Section 3 of the Agreement.

The Addendum provides:

1. The attached, updated Exhibit A reflects all affiliates licensed under the Agreement; and
2. The following language is hereby incorporated into the Agreement in order to clarify the permitted use of third-party data.

Under Section 5 (Limitations on Use), the following shall be added as Paragraph (f):

Licensee agrees and acknowledges that the CUSIP Database is and shall remain valuable intellectual property owned by, or licensed to CUSIP Service Bureau, Standard & Poor’s (“S&P”) and the American Bankers Association (“ABA”), and that no proprietary rights are being transferred to Licensee in such materials or in any of the information contained therein. Licensee agrees that misappropriation or misuse of such materials will cause serious damage to S&P and ABA; consequently, Licensee agrees that in the event of any misappropriation or misuse, S&P and ABA shall have the right to obtain injunctive relief.

Licensee agrees that Licensee shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal internal processing of security transactions. Licensee further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of a file of CUSIP descriptions or numbers for any other third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, ELECTRONIC and/or CD-ROM Services.

The following language shall be added under Section 6 (Representations and Warranties), paragraph (b) (No Warranties; Limitation of Liability):

NEITHER S&P, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO LICENSEE ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOT WITH RESPECT TO

THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER S&P, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF S&P, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED THE FEE PAID BY LICENSEE FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, S&P AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

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

Designated Third Party Administrator Authorization

This Designated Third Party Administrator Authorization is made this _____ day of _____, 200____ between _____ (also known as Third Party Administrator) located at _____ and _____ (also known as the Client) located at _____.

The Licensee hereby authorizes _____ to act as a Third Party Administrator for Client and any company(s) authorized under its AVS license agreement.

The Licensee recognizes that by completing this Authorization only the designated Third Party Administrator shall have access to modify portfolio information or request Valuation files on behalf of the Licensee. The Third Party Administrator shall use their own AVS User ID to access this information. This shall be set up on the AVS System as follows:

User ID: _____

Bill-To Contact as defined in Section 1(v)

Company Name: _____
Address: _____
City, State, Zip Code: _____
Company Phone Number: _____
Contact Name: _____
Contact Phone Number: _____
Contact E-Mail Address: _____

Ship-To/Sold-To Contact as defined in Section 1(w)

Company Name: _____
Address: _____
City, State, Zip Code: _____
Company Phone Number: _____
Contact Name: _____
Contact Phone Number: _____
Contact E-Mail Address: _____

This authorization will remain in effect until terminated by either party.

NAIC

Licensee

By

By

Julienne L. Fritz

Printed Name

Printed Name

Printed Name

Director

Title

Title

Title

Date

Date

Date

Date

Billing to be sent to:

Company _____

Third Party Administrator _____
