

TERMS OF USE

Guaranty Support, Inc. (“**GSI**”) a subsidiary of the National Conference of Insurance Guaranty Funds (“**NCIGF**”) offers, via Internet-connected websites (the “**Sites**”), the Secure Uniform Data Standards functionality and related services (“**SUDS**”) and the Data Mapper application and related services (“**Data Mapper**”) to NCIGF’s member guaranty associations (“**GAs**”) and liquidators and receivers (“**Receivers**”). SUDS and Data Mapper (the “**Services**”) consist of various features and functionality, including the exchange and temporary storage of records and the conversion of claim-related records and information into the Uniform Data Standards (“**UDS**”) format, as well as related testing and validation.

These Terms of Use (“**Terms**”) govern use of the Services and supersede and replace any prior terms or agreements concerning such use. You accept these Terms by registering to use Services, through your use of Services, or by continuing to use Services after being notified of a change to these Terms. In some cases, GSI may ask you to affirmatively confirm your agreement to these Terms. Note that additional terms that are specific to a particular aspect of the Services may be set forth in connection with your registration for or use of that particular aspect of the Services, and such additional terms are hereby incorporated herein by reference.

WHEN YOU ACCEPT THESE TERMS, YOU AGREE TO THEM ON YOUR INDIVIDUAL BEHALF AND ON BEHALF OF THE RECEIVER, GA, OR OTHER INDIVIDUAL, ENTITY, OR ORGANIZATION BY WHICH YOU ARE EMPLOYED OR RETAINED AND FOR WHOSE BENEFIT YOU ARE USING THE SERVICES (“**EMPLOYER**”). YOU REPRESENT AND WARRANT THAT YOU (A) HAVE READ AND UNDERSTAND THESE TERMS, (B) ARE OF A LEGAL AGE TO ENTER INTO A BINDING AGREEMENT, AND (C) ARE AUTHORIZED BY EMPLOYER TO AGREE TO THESE TERMS ON ITS BEHALF. REFERENCES HEREIN TO “**YOU**” SHALL MEAN “**YOU AND/OR EMPLOYER.**”

ONLY USERS AUTHORIZED BY GSI OR BY A GSI-AUTHORIZED ACCOUNT ADMINISTRATOR (“**PERMITTED USERS**”) MAY USE ANY PARTICULAR SERVICES OR PART THEREOF (INCLUDING ANY ASSOCIATED CONTENT). ANY USE OF THE SERVICES OTHER THAN BY A PERMITTED USER IN ACCORDANCE WITH THESE TERMS IS STRICTLY PROHIBITED.

Note that any failure to abide by these Terms is grounds for immediate suspension or termination of access to the Services (including suspension or termination of access by other Permitted Users working for the same Employer) and may give rise to other legal rights and remedies.

1. Revisions to Terms; Revisions to Services

GSI may revise these Terms from time to time upon reasonable notice posted on the home page of the Sites. You may be required to agree to revised Terms as a condition of continued use of a particular Service or any aspect of the Services, and in any event your continued use of any Services after the effective date of any revised Terms shall confirm your agreement to be bound by such Terms.

GSI reserves the right to reconfigure or discontinue features or functionality or any other aspect of the Services at any time, with or without notice, for any reason or no reason at all, with no liability to You.

Although the Services are currently provided free of charge, GSI reserves the right to begin charging fees or to change any fees, as applicable, for use of any particular Service or group of Services. Furthermore, GSI may require payment for any ancillary services (i.e., services not provided through the Sites) that may be requested by a GA or Receiver, subject to the GA's or Receiver's advance written approval and pursuant to the terms of a separate written agreement.

2. Registration

Registration may be required to access certain Services. GSI has established and may from time-to-time change requirements and conditions for such access in its sole discretion. GSI reserves the right to refuse access to some or all of the Services to a given individual user in its sole discretion.

Each Permitted User will receive a username and may receive a password from GSI. You are responsible for the confidentiality and security of your username and password. You agree not to permit any other person to use your username or password to gain access to any Services, and You agree that You are responsible for any and all activities conducted using your username and password. If you believe that the confidentiality of your password has been compromised, you must immediately notify GSI and, if possible, you should immediately change your password.

If you are granted access to use any Services for which registration is required, you must (a) provide accurate, current and complete information as prompted by our registration form; (b) provide a valid company email address; and (c) maintain and update your email address and other registration information to ensure that such information remains accurate, current, and complete.

3. Intellectual Property Rights.

GSI and/or its licensors are the owner of all right, title, and interest in and to the Services, including all rights to the design, software code, scripts, database structures, trademarks, copyrights, and other intellectual property included in or utilized by the Services, and any updates thereto (the "GSI IP"). GSI IP does not include any Content (defined below). GSI IP is protected by applicable intellectual property and other laws, including laws governing patents, copyrights, trade secrets, trademarks, and unfair competition.

You do not and will not acquire any ownership in any GSI IP as a result of these Terms or Your use of the Services. You may not and shall not permit any other person to copy, distribute, display, modify, or otherwise use any GSI IP except as expressly permitted by these Terms.

4. Right to Use.

Subject to the provisions of these Terms, GSI grants to you a non-exclusive, non-sublicensable, non-transferable right to use the Service(s) to which GSI has granted you access, only for the internal business purposes of Employer in connection with the lawful administration and handling of insurance claims by GAs and Receivers. Such right shall expire upon termination of these Terms as set forth in Section 13 (Termination) below.

5. Restrictions and Limitations on Use.

You may not: (a) copy, modify, or create a derivative work, collective work, or compilation of any GSI IP; (b) reverse-engineer, decompile, or disassemble, or otherwise attempt to extract code from any GSI IP; (c) license, sell, assign, lease, loan, sublicense, distribute or otherwise transfer or encumber any GSI IP; (d) attempt to circumvent any access control or digital rights management measures or technology thereof associated with the GSI IP; (e) remove, alter, or obscure any intellectual property marking or license notice; or (f) allow any other individual or entity to do any of the foregoing. You agree to promptly notify GSI if You have reason to believe that any other individual or entity has engaged in any of the activities set forth in the foregoing (a) through (f).

6. Compliance with Laws.

You agree to abide by all applicable laws in connection with Your use of the Services, including without limitation privacy, non-disclosure, and information security laws and regulations, and laws governing the use and processing of insurance files and related information. Without limiting the foregoing, You shall not: (i) use the Services to store or transmit unlawful or tortious material or material in violation of third-party rights; (ii) use the Services to store or transmit harmful or malicious code or devices; or (iii) interfere with or disrupt the integrity or performance of the Services or related systems.

7. Content.

The Services permits the uploading, storage, and viewing of content, in original and/or UDS (or other converted) format, by GAs and Receivers (“**Content**”). GSI shall have no responsibility for any Content or others’ access thereto, and GSI shall not be responsible for any loss, unavailability, or corruption of Content.

GSI may maintain retention policies from time to time with respect to Content. While GSI seeks to comply with such policies, GSI will not be responsible from any deviation from such policies. As set forth below, You are responsible for maintaining backups of all of Your Content. Please note that, as a general rule, the Services are not intended to act as a document repository and any Content that You upload or generate in connection with the use of the Services may be deleted by GSI twelve (12) months after such Content is uploaded.

You are responsible for: (i) obtaining all necessary authorizations for the processing of insurance company files and related information in connection with Your use of the Services; (ii) ensuring that all Content uploaded or generated by You complies with applicable law, including all insurance, intellectual property, and privacy laws; (iii) obtaining all necessary rights and permissions to upload, publish, use, and disseminate such Content; (iv) making and retaining a backup copy of all such Content; and (v) verifying that Content has been correctly, accurately, and completely uploaded by You and/or that all of the appropriate records have been accurately and completely received by the intended recipient. You are also responsible for the use of appropriate security measures to protect Content and the means by which You interface and communicate with the Services, as further addressed in Section 8 below.

With respect to Content uploaded or generated by You, You hereby grant to GSI the right and a license: (i) to store, display, and/or transmit such Content to GA and/or Receiver representatives, individuals using the Services under the same Employer account as you, and other individuals or entities as GSI may deem appropriate in connection with providing services under these Terms; (ii) to obtain, review, and use such Content to provide support or assistance, or to investigate or

address an issue or complaint concerning the Services or the Content, and as otherwise necessary or appropriate in connection with GSI's provision of the Services; and (iii) to process insurance claims information (including personally identifiable information, financial information, and health information) submitted through the Services as permissible by law.

You represent, warrant, and covenant that, except as otherwise required by law, You will treat the Content as confidential, and will not use or disclose any Content for any purpose other than the lawful administration and handling of insurance claims by GAs and Receivers. In addition, You represent, warrant, and covenant that You will not submit any Content that: (i) is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (ii) constitutes or encourages conduct that would constitute a criminal offense or give rise to civil liability; (iii) violates, plagiarizes, infringes, or constitutes a misappropriation of the rights of any third party including, without limitation, copyright, trademark, trade secret, patent, rights of privacy or publicity or any other proprietary right; (iv) contains any malware or other software code or programming of any kind; or (v) You know or should know constitutes or contains false or misleading indications of origin or statements of fact.

GSI reserves the right to refuse or remove any Content in whole or in part, in GSI's discretion, including any Content that GSI believes has been uploaded in violation of these Terms or constitutes a threat to the operation or integrity of the Services.

8. Information Security.

You agree to implement and maintain current and appropriate administrative, technical, and physical safeguards, with respect to all business processes and computing equipment, systems, applications, and software used by or for You to access the Services, including to upload, access, or receive any Content using the Services (such equipment, systems, applications, and software, "Your Systems"), to protect against unauthorized use of, unauthorized access to, damage to, or unplanned unavailability of the Services or the Content (any such use, unavailability, access, or damage, a "Security Incident"). At a minimum, such safeguards shall be consistent with generally-recognized best practices for physical security, computing systems security, and information security.

You agree to immediately notify GSI if You discover any actual or reasonably suspected Security Incident. In no event shall Your notification to GSI be later than three (3) calendar days after You discover the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. You must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as access records and log files). In addition, You must promptly undertake appropriate remediation measures with respect to Your Systems involved, and shall inform Client on an ongoing basis regarding the same.

9. Required Training.

You agree to complete training provided by GSI from time to time pertaining to the use of the Services and related privacy and information security considerations. If you do not complete required training within a reasonable time period specified by GSI, GSI may suspend Your access to the Service, including access by other Permitted Users who are accessing the services for the benefit of the same Employer.

10. Indemnification.

To the extent permissible by applicable law, You agree to indemnify and hold harmless GSI and NCIGF and their licensors and service providers, and all of their respective officers, directors, agents, and representatives, from and against any claim, suit, action, or loss (including reasonable attorneys' fees) arising from or related to (A) any Content posted or generated by You (including any claim concerning the use or disclosure of such Content); (B) Your use of the Services; (C) Your violation of these Terms, unless such claim, suit, action, or loss arises from the gross negligence or intentional misconduct of GSI; or (D) to the extent caused by Your act, omission, or failure to comply with these Terms, a Security Incident. To the extent permissible by applicable law and approved by the applicable court, if such approval is required, such indemnification shall be treated as an administrative expense of the estate.

11. Liability Limitations.

TO THE EXTENT PERMITTED BY LAW: (A) GSI AND NCIGF, AND THEIR LICENSORS AND SERVICE PROVIDERS, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, SHAREHOLDERS, MEMBERS, EMPLOYEES, PARTNERS, SUCCESSORS, AND ASSIGNS, DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES AND, IN ADDITION, SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING UNDER THESE TERMS OR ASSOCIATED WITH YOUR USE OF THE SERVICES, OR WITH RESPECT TO ANY GSI IP, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR USE OF DATA, LACK OR LOSS OF DATA, OR OTHER INTANGIBLE LOSSES, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE (EVEN IF GSI OR NCIGF OR THEIR APPLICABLE LICENSOR(S) OR SERVICE PROVIDER(S) HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES), AND (B) GSI'S AND NCIGF'S MAXIMUM AGGREGATE LIABILITY OF ANY KIND ARISING UNDER OR RELATING TO THESE TERMS, THE SERVICES, OR GSI IP SHALL BE ONE THOUSAND DOLLARS (\$1000.00). THE FOREGOING LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, OR ANY OTHER LEGAL THEORY; MOREOVER, THESE LIMITATIONS WILL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT, OR LIABILITY IN A MANNER THAT IS NOT PERMISSIBLE UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF IMPLIED TERMS. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND THE LIABILITY OF GSI, NCIGF AND THEIR LICENSORS AND SERVICE PROVIDERS WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. Prohibition against Assignment.

You may not assign, transfer or sublicense any obligations or benefits under these Terms without the prior written consent of GSI. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13. Termination.

These Terms shall remain effective until terminated. GSI may immediately terminate these Terms and/or Your access to and use of the Services or any portion thereof, at any time and for any reason. In addition, GSI may terminate these Terms at any time for cause if You fail to comply with any provision of these Terms, in which case all rights granted to You by these Terms will terminate, and you will lose any status as a Permitted User.

Upon termination, You shall no longer have any license under these Terms, and You must immediately (i) cease use of the Services, (ii) uninstall and delete any connection to the Services on any system used by You, (iii) delete all GSI IP in Your possession or control, and (iv) provide a written certification to GSI confirming that all such cessation of use, uninstallation, and deletion has occurred as required.

All provisions or obligations contained in these Terms which by their nature or effect are required or intended to be observed, kept, or performed after termination (including without limitation Sections 3 (Intellectual Property Rights), 7 (Content), 8 (Information Security), 10 (Indemnification), 11 (Liability Limitations), 13 (Termination), 14 (Applicable Law), and 15 (Miscellaneous) of these Terms) shall survive any termination of Your rights under these Terms.

14. Applicable Law.

These Terms shall be governed by and construed in accordance with the laws of the United States and of the State of Indiana, without regard to conflicts of law principles. Unless otherwise specified by an applicable state statute governing relevant functions of a GA or Receiver, You hereby submit to exclusive jurisdiction and venue in the state and federal courts located in Marion County, Indiana with respect to disputes arising under or related to these Terms or the Services, and You waive any objections to personal jurisdiction or to the convenience of such courts.

15. Miscellaneous.

These Terms are the complete and exclusive statement of the agreement with respect to the subject matter hereof and supersede all other communications or representations or agreements (whether oral, written, or otherwise) relating thereto. The failure of GSI to require performance of any provision of these Terms in no manner shall affect its right at a later time to enforce the same. No waiver by GSI of any breach of the terms of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any other such breach, or a waiver of any other breach of such terms.

If any provision of these Terms shall to any extent be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of these Terms shall in no way be affected or impaired thereby and each such provision of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality, or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.

The section headings in these Terms are for convenience only and shall have no legal or contractual effect.

All notifications to the GSI under these Terms should be sent via email and first-class mail to:

Guaranty Support, Inc.
300 N. Meridian Street, Suite 1020
Indianapolis, IN 46204
contact@guarantysupportinc.com

Effective Date: 8/26/19