



SURPLUS LINE ASSOCIATION OF CALIFORNIA SLIP USE AGREEMENT

This SURPLUS LINES INFORMATION PORTAL USE AGREEMENT (this “Agreement”) entered into by and between the Surplus Line Association of California (the “SLA”) and the California-licensed surplus line broker subscribing as Member below (“Member”), is effective as of the date Member accepts the terms of this Agreement.

WHEREAS Member is a member of the SLA within the meaning of Article 1, paragraph 2 of the Constitution of the Surplus Line Association of California; and
WHEREAS Member and certain of its duly authorized brokers, agents, sub-agents and any designated employees such an entity or individual wish to use certain nonpublic, password protected portions of the SLA website located at <https://slip.slacal.org> (“SLIP”) for the purposes set forth in this Agreement.

NOW, THEREFORE, the subscribing parties agree as follows:

1. Scope of Agreement.

- a. This Agreement shall govern access to and use of SLIP by Member and by each duly authorized broker, agent, sub-agent or employee of the same that Member nominates to the SLA as an Authorized Person acting on Member's behalf.
- b. Member agrees to the terms and conditions of the Authorized Person User Agreement (a current copy of which is attached hereto as Annex A) (the “User Agreement”). From time to time Member may nominate persons, each legally qualified to be an Authorized Person (as defined below), as potential users of SLIP on Member's behalf, and acknowledges that the SLA may require some form of execution or acknowledgement of the User Agreement by each Authorized Person as a condition of the Authorized Person’s use of SLIP. Member also agrees to the terms and conditions of the Privacy Statement (a current copy of which is attached hereto as Annex B) (the “Privacy Statement”). In the event that an Authorized Person accesses and uses the SLA's online payment service (the “Payment Service”) through SLIP on Member's behalf, Member agrees to the Online Payments Terms and Conditions (a current copy of which is attached hereto as Annex C). The SLA reserves the right to amend this Agreement, the User Agreement, the Privacy Statement and/or the Online Payments Terms and Conditions at any time. Such amended Agreement, User Agreement, Privacy Statement and/or Online Payments Terms and Conditions shall be effective upon the earlier of actual notice to Member of a revision or Member's first access to SLIP subsequent to such posting.

2. Grant of Rights.

- a. Subject to the terms of this Agreement, the SLA hereby grants to Member a revocable, limited, non-exclusive, non-assignable, non-transferable, royalty-free license to access and use SLIP solely for the following purposes: (i) accessing and transferring information regarding Member's insureds between Member and the SLA, (ii) accessing information about any open tags or other matters relating to Member's relationship with the SLA, (iii) communicating with the SLA regarding Member's insureds or Member's relationship with the SLA, (iv) accessing and using the Payment Service to pay stamping fees and other charges for products and services on behalf of Member; and (v) accessing analytic information specifically made available to Member by SLA, in its sole discretion, all in furtherance of Member's business of transacting surplus line insurance in the State of California. An "Authorized Person" means a broker, agent, sub-agent or employee of Member (or an affiliate of Member) specifically named by Member and accepted by the SLA (in accordance with procedures determined by the SLA from time to time) as a representative of Member with authority to access and use SLIP on behalf of Member through use of a user name/ID and password issued hereunder, provided, however, that each Authorized Person must be at least 18 years of age, must have a need to know the information available on SLIP in the Authorized Person's professional capacity with respect to Member, must reside in the United States, and must be duly authorized by Member to act on its behalf.
 - b. Subject to the terms of this Agreement, the SLA hereby grants to Member a revocable, limited, non-exclusive, non-transferable, royalty-free license to use the Confidential Information and Intellectual Property (as those terms are defined in Sections 9 and 7, respectively) strictly for the purposes set forth in Section 2.a above.
 - c. SLIP is intended for use ONLY by users authorized by Member and the SLA to access and use SLIP. Access or use by any other persons or entities is prohibited and unlawful.
3. Member hereby:
- a. acknowledges and agrees that it has provided or will provide the SLA with the names and contact details of each proposed Authorized Person, and the SLA may rely upon the fact that each such person has actual authority to act on behalf of Member in using SLIP hereunder until the SLA's receipt from Member of written notice to the contrary;
 - b. represents and warrants that each Authorized Person shall at all times meet all applicable state law requirements necessary to enable them to use SLIP and the SLA may rely upon the fact that each such person maintains such qualification until the SLA's receipt from Member of written notice to the contrary;
 - c. agrees that it shall, and shall cause each Authorized Person to, comply with all laws, regulations, policies and terms of use applicable to access to and use of SLIP (including without limitation this Agreement, the User Agreement, the Privacy Statement and the Online Payments Terms and Conditions);
 - d. represents and warrants it shall, and shall cause each Authorized Person to, comply with all instructions and policies stated on SLIP, and that its Authorized Users will not attempt to access any features or data that they are not authorized to access. (If Member becomes aware of unauthorized access by any Authorized Person to other members' data including customer information, Member will immediately notify the SLA and the Authorized Person of such knowledge and shall keep, and

- cause such Authorized Person to keep, said information confidential. The SLA retains the right, in its sole discretion, to suspend or terminate use of SLIP by such Authorized Person or by Member. Member agrees, and shall cause each Authorized Person to agree, that SLA will not be liable to either for suspension or termination of any right of access to or use of SLIP or any portion thereof for any reason or no reason);
- e. agrees that, unless otherwise specified herein or on SLIP, the materials on SLIP are intended solely for use by Authorized Persons who access SLIP from the United States on behalf of Member; and
 - f. agrees that Member is and shall be liable for breach of any obligations under this Agreement, the Online Payments Terms and Conditions, the Privacy Statement or the User Agreement by Member or any Authorized Person.
4. The SLA reserves the right in its sole and absolute discretion to:
 - a. suspend or terminate the access to or use of all or any part of SLIP (including the Payment Service) of any Authorized Person at any time;
 - b. alter or vary the format and contents of SLIP at any time;
 - c. block general access to and/or suspend operation of all or part of SLIP (including the Payment Service), temporarily or permanently, at any time;
 - d. temporarily or permanently disable SLIP user name/ID and password of any Authorized Person;
 - e. terminate this Agreement upon email notice to Member.
 5. Member agrees to comply, and to cause each Authorized Person to comply, with all reasonable directions and instructions given by the SLA from time to time in connection with use of SLIP and administration and use of SLIP user names/IDs and passwords. The SLA shall have no responsibility hereunder to (i) provide to Member any computer equipment or software, including web browser, firewall or anti-virus software, necessary to use SLIP or to comply with duties hereunder, or (ii) compensate or reimburse Member for costs of maintaining appropriate security and confidentiality as required by this Agreement or of obtaining and maintaining access to the Internet.
 6. Member shall defend, indemnify and hold harmless the SLA, its subscribers, officers, directors, employees, and agents, and keep against any liability, loss, claim, penalty or damage (including without limitation attorneys' fees and related services) arising from (a) use of or access to SLIP by or on behalf of Member or any Authorized Person, or any use of SLIP under a user name/ID and/or password issued to Member or to any Authorized Person, whether in compliance herewith or otherwise; (b) Member's breach of any representation, warranty or obligation herein, (c) any breach by an Authorized Person of the User Agreement or the Online Payments Terms and Conditions.
 7. Member's Use of Intellectual Property. "Intellectual Property" means all current and future legal and/or equitable interests in copyrights, database rights, confidential information, patents, designs, trade secrets, trademarks or other intellectual property rights wherever in the world enforceable (including but not limited to sui generis rights in relation to databases), regardless of registration. All Intellectual Property in material maintained on SLIP, as between the parties, shall be and remain vested in the SLA. This

Agreement and the User Agreement shall govern use of any such Intellectual Property by Member and Authorized Persons including use of any content, code, graphics or other materials appearing on, submitted to, downloaded from or related to SLIP.

8. Security.

- a. Member is responsible for maintaining the confidentiality of any data or information accessed through SLIP by it or its Authorized Persons, including compliance with procedures published by the SLA with respect to information accessible on SLIP (including but not limited rules related to the establishment and maintenance of user names/IDs and passwords). Member shall comply, and cause its Authorized Persons to comply, with the policies and procedures established and published by the SLA for administration and use of user names/IDs and passwords, and shall comply with all other requirements and all security measures established or adopted by the SLA for the protection of user names/IDs, passwords, and systems. In this regard, Member shall advise its Authorized Persons to avoid passwords easily guessed such as passwords made up from users' birthdays, street addresses, children's names, etc. SLIP may prompt each Authorized Person to change his or her password from time to time.
- b. Member shall ensure that all SLIP user names/IDs and passwords issued to or used by its Authorized Persons are maintained with appropriate security and are not shared. As between the parties, Member is responsible for any access to or use of SLIP by means of user names/IDs and passwords issued to any Authorized Persons.
- c. Member shall immediately notify the SLA if any person having had access to Member's master password ceases to be employed by Member or to be employed by Member in a position justifying such knowledge and. In such event, the SLA shall promptly deactivate the Member master password and, subject to compliance with SLA's security procedures, issue a replacement master password.
- d. Member shall advise its Authorized Persons so enabled as to (i) Member's liability for the actions of such Authorized Persons in accessing and using SLIP and (ii) administration of user names/IDs and passwords provided to or used by Authorized Persons.
- e. Member shall immediately deactivate the user name/ID and/or password of an Authorized Person upon: (i) Member's termination of employment or of Member's authorization of such Authorized Person; (ii) relocation of residence of an Authorized Person to a location outside of the United States; (iii) loss of license or other qualification of such Authorized Person under any applicable state law requirements; (iv) knowledge, belief or reasonable suspicion that the user name/ID and password of such Authorized Person have been used by any other person; or (v) knowledge, belief or reasonable suspicion that a user name/ID or password has been lost or stolen.
- f. Member shall use commercially reasonable means and efforts, including firewalls and anti-virus software, to ensure that any software, systems or networks under Members influence or control which interact with SLIP software, systems, data or

information are not, and do not become, subject to any computer virus or malware, regardless of origin or form. Member shall use commercially reasonable efforts to prevent transferring any viruses to the SLA or the SLA's systems.

- g. In no event shall the SLA be responsible for any damage, interruption or other malfunction of Member's computer system, arising from access to, reliance on or use of SLIP hereunder. The SLA does not guarantee the security of the data or data transmission to or from SLIP, including through the Payment Service, and Member hereby releases the SLA from any and all liability arising from a breach of data security and shall indemnify the SLA, its subscribers, officers, directors, employees and agents for any claims asserted against the SLA by Authorized Persons.

9. Confidentiality Obligations

- a. For purposes of this Agreement, "Confidential Information" means any and all Intellectual Property, personal information and other proprietary information of the SLA, its licensors and/or other members to which Member or Authorized Persons gain access by reason of this Agreement, including without limitation non-public (i) data or information regarding past, current or prospective policyholders, insureds, customers, consumers and claimants, customer relationships, customer profiles, and policies, including rules and procedures regarding SLIP, user names/IDs and passwords and the SLA's systems; (ii) personal information (relating to an individual) provided to, and maintained by the SLA, including, but not limited to information in the nature of, non-public personal information as defined by Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801, et seq., and amendments and regulations thereto; and (iii) trade secrets and other information traditionally maintained as trade secrets, without regard to the manner, medium or fact of recordation. Confidential Information does not include information that (A) is or becomes generally available to the public through no fault of the recipient; (B) is obtained from a third party under no duty of confidentiality; or (C) is known by Member prior to receiving such information from the SLA whether through SLIP or otherwise.
- b. Confidential Information made available on SLIP is, as between the parties, proprietary to the SLA. Member may use such Confidential Information only for the purposes set forth in Section 2.a above and for no other purpose, and will hold all Confidential Information in trust and strictest confidence except as between Member and Member's Authorized Users. Except as expressly permitted herein, Member will not reproduce, distribute, disclose or otherwise disseminate the Confidential Information or any physical embodiments thereof, or aid or knowingly abide another to do so.
- c. Member acknowledges that its breach of the confidentiality obligations under this Agreement, or its use of SLA's name or logo without its consent, would cause the SLA irreparable harm not wholly compensable in money damages and agrees that in the event of an actual or threatened breach of such obligations, the SLA shall have the right to obtain equitable relief without the obligation of posting a bond, and to pursue all other remedies at law or in equity. The existence of any actual or alleged claim, demand, action or cause of action by Member against the SLA shall not constitute a defense to such breach, or to enforcement by the SLA, of any of the covenants or agreements herein.

- d. If Member or any Authorized Person becomes or will become legally compelled to disclose any Confidential Information, Member will promptly communicate the fact and material content of such compulsory order to the SLA by telephone and email, in no event later than twenty-four (24) hours after becoming aware of such requirement, and confirm same by written notice, copying such order, dispatched within twenty- four (24) hours of such telephonic notice, so that the SLA may seek a protective order or other appropriate remedy. If such protective order or other remedy is not sought or obtained by the SLA, or if the SLA waives compliance with the confidentiality provisions of this Agreement, Member may, without breach hereof, furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information. The provisions of this section shall survive the termination of this Agreement.
 - e. Member is liable hereunder for compliance of its employees, including without limitation Authorized Persons, with this Agreement, and shall ensure that employees and Authorized Persons are aware of the confidential and proprietary nature of the Confidential Information hereunder and the related conditions of confidentiality herein.
10. **DISCLAIMER. THE SLA SLIP (INCLUDING THE PAYMENT SERVICE) IS PROVIDED ON AN “AS IS” BASIS. TO THE EXTENT PERMITTED BY LAW, THE SLA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE RIGHT TO LICENSE. THE SLA DOES NOT WARRANT THAT THE FUNCTIONALITY OR OPERATION OF SLIP (INCLUDING THE PAYMENT SERVICE) WILL BE UNINTERRUPTED OR FREE FROM ERROR, THAT ANY DEFECTS IN SLIP (INCLUDING THE PAYMENT SERVICE) WILL BE CORRECTED, OR THAT SLIP (INCLUDING THE PAYMENT SERVICE) OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE OR WILL BE MAINTAINED FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS.**
- THE SLA MAY CHANGE THE PROGRAMS OR SERVICES AVAILABLE ON SLIP AT ANY TIME WITHOUT NOTICE.**
11. **LIMITATION OF LIABILITY. SLIP (INCLUDING THE PAYMENT SERVICE) IS PROVIDED AS AN ACCOMMODATION AND TO THE EXTENT PERMITTED BY LAW, THE SLA DISCLAIMS LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES) IN ANY WAY ARISING FROM THE FUNCTIONALITY OR OPERATION OF THIS SLIP AND THE PAYMENT SERVICE (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM INTERRUPTIONS OF SERVICE OR DELAYS IN OPERATION OR TRANSMISSION), EVEN IF THE SLA IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
12. General.
- a. This Agreement shall not inure to the benefit of any successor in interest to Member, nor may any interest under this Agreement be assigned by Member, without the SLA's written consent.
 - b. Except to state that Member is a member of the SLA, Member shall not broadcast,

publish, or distribute any advertisements or other material referring to the SLA, not originated by the SLA, without first securing the SLA's approval in writing. You shall maintain copies and provide an original to the SLA of any advertisement or other materials approved by the SLA along with full details concerning where, when and how it was used.

- c. Any unused policies, forms, applications, and other SLA supplies furnished to Member by the SLA shall remain, as between the parties, the SLA's property and shall be accounted for and returned by Member to the SLA on demand.
- d. Nothing contained in this Agreement is intended or shall be construed to create the relationship of agency between Member and the SLA.
- e. The remedies provided herein shall be in addition to, and not in lieu of, any other remedy or recourse available to the SLA at law or in equity including without limitation the right to damages. Except as expressly provided to the contrary herein, no right or remedy set forth in this Agreement is exclusive of any other right or remedy whether now existing or hereafter determined, at law or equity.
- f. Wherever possible, each provision of this Agreement will be interpreted in such a manner and to such an extent as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity and will not affect the validity and enforceability of the remaining provisions or the Agreement as a whole.
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its rules regarding conflict of laws.
- h. Headings contained in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement.
- i. This Agreement (including all referenced and related terms, rules and procedures) contains the entire agreement of the parties with respect to use of SLIP by Member and by Member's personnel, and supersedes and replaces any previous understanding or agreement, including amendments thereto, oral or written, between Member and the SLA related to SLIP.
- j. By clicking "YES — I Accept" on the Surplus Line Association of California SLIP, you (i) represent that you are a principal, owner, officer or other duly authorized representative of Member empowered to fully bind Member to this Agreement and (ii) hereby indicate Member's acceptance of and agreement to all terms of this Agreement as if signed by your hand.

ANNEX A

AUTHORIZED USER AGREEMENT

AUTHORIZED PERSON USER AGREEMENT

Governing Use of Surplus Line Association of California SLIP by Authorized Persons

This Authorized Person User Agreement (this "User Agreement") is a legal contract between you and the Surplus Line Association of California (the "SLA") regarding use of password-protected non-public features of the SLA's website located at <http://www.slacal.org> (the "SLIP"). Your employer (or an affiliate of your employer) has

agreed to similar terms which you, as an agent for your employer, are bound to follow. You have a fiduciary duty to your employer to treat as confidential, any confidential information shared by your employer with you by reason of your employment, even without an express agreement to that effect. That duty of confidentiality continues even after your employment ends. This User Agreement makes you responsible to the SLA for maintaining the confidentiality of any information that you obtain through SLIP. It does not impose any additional restrictions on the use of any confidential information that belongs to your employer (or any affiliate of your employer) or that was provided to the SLA in the first instance by your employer or one of its affiliates. ***If you do not agree to the terms and conditions in this User Agreement, you will not be provided access to SLIP or access any information contained therein.***

Electronic Signature and Disclosure Consent Notice. You agree to the use of electronic documents and records in connection with your use of SLIP and all future documents and records in connection with SLIP - including without limitation this electronic signature and disclosure notice - and that this use satisfies any requirement that the SLA provide you these documents and their content in writing. If you do not agree, do not accept this User Agreement. You have the right to receive a paper copy of all documents and records. You may (i) obtain a paper copy of any document or record (free of charge), (ii) withdraw your consent to the use of electronic documents and records, or (iii) update your contact information by contacting the SLA through phone at (415) 434-4900. To receive or access electronic documents and records, you must have the following equipment and software: (a) a device that is capable of accessing the Internet; (b) an Internet browser that supports HTML 4.0 and 128-bit SSL encryption; and (c) software that permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader 8.0 or higher. To retain documents and records, your device must have the ability to download and store PDF files. Your access to this page verifies that your system and device meet the above receipt, access, and retention requirements. Your clicking on the "YES — I accept" button indicates your signature and your acceptance of this notice.

1. Background. Your employer or the insurance brokerage entity with which you are exclusively associated ("Member") is licensed as a surplus line broker under the laws of the State of California and, therefore, a member of the SLA. Member has executed a certain SLIP Use Agreement (the "SLIP User Agreement") governing access to and use of certain SLIP features on its behalf by, among others, its duly designated brokers and employees satisfying conditions acceptable to the SLA (each, an "Authorized Person"). **You have been nominated by Member as an Authorized Person who, by execution hereof, may be enabled by the SLA to access and use SLIP on behalf of Member on the terms herein.**
2. Grant of Rights.
 - a. In consideration of your undertakings herein including, without limitation, your representations and covenants, the SLA hereby grants you (i) a revocable, non-exclusive, non-assignable, non-transferable, royalty-free license to access and use SLIP for functions made available to Member by SLA and (ii) each other right expressly extended to you hereunder.
 - b. SLA hereby grants you a revocable, non-exclusive, royalty-free license to use Confidential Information and Intellectual Property (as those terms are defined in Sections 9 and 7, respectively) accessed through SLIP solely for the benefit of Member.
 - c. SLIP is intended for use ONLY by individuals specifically authorized by Member and

the SLA to access and use SLIP. Access or use by any other persons or entities is prohibited and unlawful.

3. You hereby represent and covenant that:
 - a. (i) you are at least 18 years old and reside in the United States, (ii) you shall comply with all laws, regulations, policies and terms of use applicable to access to and use of SLIP, including without limitation this User Agreement and the SLA Privacy Statement, each as amended from time to time and posted on SLIP;
 - b. (i) you shall comply with all instructions stated on SLIP, and will not attempt to access any features or data not made available to you by use of your SLIP user name/ID and password issued pursuant hereto; (ii) your use of SLIP shall be limited to accessing information about Member's customers or insureds or insurance transacted by Member; (iii) your use of the SLA's online payment service shall be limited to paying any stamping fees and other charges for products and services on behalf of Member; and (iv) you will not gain, or attempt to gain, access to information about the customers of other persons, entities, or SLA members.
4. The SLA reserves the right in its absolute discretion, and without liability to you or Member, to:
 - a. suspend or terminate your access to or use of all or any part of SLIP;
 - b. alter or vary the format and contents of SLIP at any time;
 - c. block general access to and/or suspend operation of all or part of SLIP, temporarily or permanently, at any time;
 - d. temporarily or permanently disable your SLIP user name/ID and password; and
 - e. terminate this User Agreement upon email notice to you.
5. You agree to comply with all reasonable directions and instructions given or published by the SLA from time to time in connection with access to and use of SLIP and use of SLIP user names/IDs and passwords. The SLA shall have no responsibility hereunder to (i) provide to you any computer equipment or software, including web browser, firewall or anti-virus software, necessary to use SLIP or to comply with your duties hereunder, or (ii) compensate or reimburse you for costs of maintaining appropriate security and confidentiality as required by this User Agreement or of obtaining and maintaining access to the Internet.
6. You shall indemnify and hold harmless the SLA, its subscribers, officers, directors, employees, and agents, for, from and against any liability, loss, claim or damage arising from your use of SLIP, in compliance herewith or otherwise.
7. "Intellectual Property" means all current and future legal and/or equitable interests in copyrights, database rights, confidential information, patents, designs, trade secrets, trademarks or other intellectual property rights wherever in the world enforceable (including but not limited to sui generis rights in relation to databases), regardless of registration. All Intellectual Property in material maintained on SLIP, as between the parties, shall be and remain vested in the SLA. This User Agreement and the SLIP User Agreement shall govern your use of any such Intellectual Property including use of any content, code, graphics or other materials appearing on, submitted to, downloaded from, or related to SLIP.
8. Security
 - a. You are responsible for maintaining the confidentiality of any data or information accessed through SLIP including compliance with procedures made known to you by

the SLA and/or Member with respect to information accessible on SLIP (including but not limited to rules related to the establishment and maintenance of user names/IDs and passwords).

- b. You are responsible for any use of SLIP by means of your user name/ID and password, and damage that results from such use. You shall maintain the security and confidentiality of your SLIP user name/ID and password.
- c. You will immediately notify Member and the SLA to deactivate your user name/ID and/or password upon: (i) termination of your employment or service with Member; (ii) termination of your residence in the United States; (iii) withdrawal by Member of your authority to access SLIP on its behalf; (iv) gaining knowledge, belief or reasonable suspicion that another person has used your user name/ID and password; or (v) gaining knowledge, belief or reasonable suspicion your SLIP user name/ID or password is lost or stolen or provided to a third party.
- d. You will use your best efforts to ensure that any software, systems or networks under your influence or control which interact with SLIP software, systems, data or information are not, and do not become, subject to any computer virus or malware, regardless of origin or form. You will use your best efforts to prevent transferring any viruses to the SLA or the SLA's systems.
- e. In no event shall the SLA be responsible for any damage, interruption or other malfunction of your computer system arising from access to or use of SLIP hereunder. The SLA advises you and Member to take reasonable steps to protect your computer systems from viruses or malware that may be transmitted over the Internet. The SLA does not guarantee the security of the data or data transmission to or from SLIP, and you hereby release the SLA from any and all liability arising from a breach of data security.

9. Confidentiality Obligations

- a. For purposes of this User Agreement, "Confidential Information" means any and all Intellectual Property, personal information and other proprietary information of the SLA, its licensors and/or other members to which you gain access by reason of this User Agreement, including without limitation non-public (i) data or information regarding past, current or prospective policyholders, insureds, customers, consumers and claimants, customer relationships, customer profiles, and policies; (ii) personal information (relating to an individual) provided to, and maintained by the SLA, including, but not limited to information in the nature of, non-public personal information as defined by Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801, et seq., and amendments and regulations thereto; and (iii) trade secrets and other information traditionally maintained as trade secrets, without regard to the manner, medium or fact of recordation. Confidential Information does not include information that (A) is or becomes generally available to the public through no fault of the recipient; (B) is obtained from a third party without any duty of confidentiality; or (C) was known by Member (or your employer) prior to the time such information was received from the SLA, through SLIP or otherwise.
- b. Confidential Information made available on SLIP is, as between the parties, proprietary to the SLA. You may use such Confidential Information only for the purposes set forth in this User Agreement and for no other purpose. You will hold all Confidential Information in trust and strictest confidence except as between yourself and others of Member's Authorized Users. Except as expressly permitted herein, you will not reproduce, distribute, disclose or otherwise disseminate the Confidential

Information or any physical embodiments thereof, or aid or knowingly abide another to do so.

- c. You acknowledge that your breach of the confidentiality obligations under this User Agreement, or your use of SLA's name or logo without its consent, would cause the SLA irreparable harm not wholly compensable in money damages. You hereby agree that in the event of an actual or threatened breach of such obligations, the SLA shall have the right to obtain equitable relief without the obligation of posting a bond, and to pursue all other remedies the SLA may have at law or in equity. The existence of any actual or alleged claim, demand, action or cause of action by you against the SLA shall not constitute a defense to such breach, or to enforcement by the SLA, of any of the covenants or agreements herein.
 - d. If you become or will become legally compelled to disclose any Confidential Information, you will promptly communicate the fact and material content of such compulsory order to the SLA by telephone and email, in no event later than twenty-four (24) hours after becoming aware of such requirement, and confirm same by written notice, copying such order, dispatched within twenty-four (24) hours of such telephonic notice, so that the SLA may seek a protective order or other appropriate remedy. If such protective order or other remedy is not sought or obtained by the SLA, or if the SLA waives compliance with the confidentiality provisions of this User Agreement, you may, without breach hereof, furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information. The provisions of this section shall survive the termination of this User Agreement.
10. The SLA may amend this User Agreement by posting such change on SLIP and such change shall be effective as against you upon your next use of SLIP or your earlier actual notice of the change. You may not change any provision of this User Agreement without the SLA's express written agreement.
11. Your sole remedy for breach of the User Agreement by the SLA is to terminate your use of SLIP and the license granted to you hereunder. In no event will the SLA be liable to you for damages of any kind, whether direct, indirect, punitive or consequential, whether or not advised of the possibility of such damages, resulting in any way from use of SLIP.
12. General
- a. Except as specifically set forth in this subsection 12(a), this User Agreement supersedes and terminates any previous user agreement relating to SLIP including amendments thereto, oral or written, between you and the SLA. Notwithstanding the foregoing, this User Agreement shall be deemed effective and binding upon you beginning on the first date that you accessed SLIP or obtained any Confidential Information in connection therewith, even if the date of such access precedes the date that you agreed to the terms of this User Agreement. The waiver by the SLA of any breach of this User Agreement shall not be effective unless in writing and signed by an authorized officer of the SLA, and no such waiver shall operate or be construed as a waiver of the same or another breach on a subsequent occasion.
 - b. This User Agreement shall not inure to the benefit of any successor in interest to you, nor may any interest under this User Agreement be assigned by you, without the

- SLA's prior written consent.
- c. Except to state that Member is a member of the SLA, you shall not broadcast, publish, or distribute any advertisements or other material referring to the SLA, not originated by the SLA, without first securing the SLA's approval in writing. You shall maintain copies and provide an original to the SLA of any advertisement or other materials approved by the SLA along with full details concerning where, when and how it was used.
 - d. Any unused policies, forms, applications, and other SLA supplies furnished to you by the SLA shall remain, as between the parties, the SLA's property and shall be accounted for and returned by you to the SLA on demand.
 - e. Nothing contained in this User Agreement is intended or shall be construed to create the relationship of employee and employer or agent and principal, between you and the SLA.
 - f. The remedies provided herein shall be in addition to, and not in lieu of, any other remedy or recourse available to the SLA at law or in equity including without limitation the right to damages. Except as expressly provided to the contrary herein, no right or remedy set forth in this User Agreement is exclusive of any other right or remedy whether now existing or hereafter determined, at law or equity.
 - g. Wherever possible, each provision of this User Agreement will be interpreted in such a manner and to such an extent as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity and will not affect the validity and enforceability of the remaining provisions or the User Agreement as a whole.
 - h. This User Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its rules regarding conflict of laws.
 - i. Headings contained in this User Agreement are for convenience only and shall not be used in the interpretation of this User Agreement.
13. In the event that you access and use the SLA's online payment service through SLIP on Member's behalf, you agree to comply with the Online Payments Terms and Conditions.
14. By selecting and clicking "YES — I Accept" on the Surplus Line Association of California SLIP, you thereby indicate your acceptance of and agreement to all terms of this User Agreement as if signed by your hand.

ANNEX B

SLIP PRIVACY STATEMENT

THE SURPLUS LINE ASSOCIATION OF CALIFORNIA

NOTICE: This SLIP contains confidential and/or legally privileged information intended only for the use of authorized persons. If you have bypassed our security mechanisms to gain access or gained access other than by use of a duly authorized ID and password issued to you, you are breaking the law and have no right to access or use any information on this site.

Privacy Statement

Revised 8/30/13

Thank you for visiting the Surplus Line Association (the "SLA") SLIP (the "SLIP"). This document is the SLA privacy statement for SLIP (the "Privacy Statement"). It explains how the SLA treats personal information which may be stored on SLIP or be collected by us through your use of SLIP and discloses our information gathering and dissemination practices with respect to SLIP only. Please be aware that we may periodically update or revise this Privacy Statement. You will be advised of any changes to the Privacy Statement when you attempt to logon to SLIP. Notwithstanding the foregoing, any signed agreement between you and the SLA will supersede any conflicting term in this Privacy Statement.

Collection, Use and Disclosure of Personal Information

General Data

SLA may automatically receive and record information on our server logs from the user's browser (including the user's IP address), may set and access "cookies" on the user's computer, and may monitor and analyze the user's activity on SLIP, none of which involve general access to or disclosure of personal information about the user. We use this information for several purposes: to monitor use of SLIP, to improve services offered on SLIP; to diagnose problems with our server; to solve technical problems; to collect information about attempts of unauthorized access; to fulfill our users' requests; and to administer SLIP.

Members and Authorized Person's Data

Members of the SLA are required to give the SLA information regarding the identity of each user authorized to act on SLIP on behalf of such Member, including his name, email address and phone number. The Authorized Person's ("your") contact information is used to contact the Authorized Person when necessary. Contacts may include notice of material changes to this Privacy Statement or the Authorized Persons User Agreement. This information is collected, used and stored in a manner appropriate to your use of SLIP (including the Payment Service), as determined by the SLA; to complete your Authorized User registration; to provide access to your firm's transactional history and statements; and to directly answer tags.

Insured's Data

The purpose of SLIP is to provide a mechanism for appropriately licensed surplus line brokers to review their transactional history, statements and tags. Surplus line brokers may also make payments online through the Payment Service. SLA does not currently collect any personal information (i.e., names, addresses, phone numbers, etc.) through SLIP (excluding the Payment Service). However, SLA does collect personal information through the Payment Service, including credit card numbers, and also collects personal information about individual insureds through other means, such as name and address. Authorized Persons may be able to access and view such personal information via SLIP. The SLA may in the future, but shall not be required to, use SLIP to process the SLA's standard forms and/or collect information from its members. SLA is not responsible for, and makes no warranties regarding, the accuracy or completeness of any information provided to it by third parties and disclaims any and all liability for information that is submitted to it by Members and/or third parties.

Disclosure

Except as described in this Privacy Statement, the SLA does not and will not sell, trade, rent, or otherwise disclose your personal information, including email addresses, without your prior consent. If you use the Payment Service, SLA will share your personal information, including payment information, with its payment processor for the purpose of processing your online payment. Disclosures that are anticipated and consequently permitted and authorized hereunder are disclosures of personal information as required: (a) by law or in SLA's good faith belief that such action is necessary to comply with applicable law or with legal process served on SLA; (b) to protect and defend the rights or property of SLA or its Members; (c) in exigent circumstances, to protect the personal safety and safety of systems of SLA's employees, users of SLIP or the public; (d) to transfer assets of the SLA to any successor organization or control; to SLA professional advisors including without limitation auditors and counsel. While SLA will make reasonable efforts to protect the confidentiality of all data in its possession, you should be aware that third parties may unlawfully intercept or access data files, transmissions or private communications, or other personally identifiable information and the SLA shall not be responsible or liable hereunder for any unlawful activity.

Linked Sites

For your convenience, this site contains links to other sites. The SLA is not responsible for the privacy practices or the content of such other web sites, nor do we provide personal data to such sites or the owners or administrators of such sites. These linked external or third party web sites are not controlled by the SLA and, therefore, are not subject to this Privacy Statement. You should consult the privacy statements or policies posted on third party sites to determine how your personal information, if provided by you, may be utilized by the proprietors of those third party sites. The SLA disclaims any and all responsibility and/or liability for the collection and/or transfer of information collected by such other third party web sites.

Security

The Surplus Line Association of California takes commercially reasonable technical, organizational and contractual measures against unauthorized or unlawful access to or processing of personal data and against accidental loss or destruction of, or damage to, personal data. However, notwithstanding such measures, no Internet-connected computer system can be made absolutely secure from intrusion. We, therefore, cannot and do not guarantee that information communicated by you to SLA will be received or that it will not be altered before or after its transmission to us. If you elect to use SLIP to communicate with us, you do so at your own risk.

Contacting the Web Site

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web Site, you are invited to contact:

The Surplus Line Association of California
12667 Alcosta Boulevard, Suite 450
San Ramon, CA 94583
(415) 434-4900
support@slacal.org

If you desire to correct your contact information, please contact the SLA using the information provided above.

ANNEX C

Online Payments Terms and Conditions

These Online Payments Terms and Conditions (the “**Terms and Conditions**”) are provided by The Surplus Line Association of California (the “**SLA**”) (a private not-for profit California association and the duly appointed surplus line advisory organization to the California Department of Insurance), and will govern your use of the SLA's online payment service (the “**Payment Service**”) through SLIP.

These Terms and Conditions supplement and are in addition to the terms of: (1) the Surplus Line Association of California User Agreement, (2) the Authorized Person User Agreement, and (3) the Privacy Statement; and apply to Authorized Users that choose to use the optional Payment Service. These Terms and Conditions are incorporated into the Surplus Line Association of California User Agreement.

Except as otherwise expressly provided in these Terms and Conditions, all capitalized terms used in these Terms and Conditions shall have the meanings set forth in (1) the Surplus Line Association of California User Agreement, (2) the Authorized Person User Agreement, and (3) the Privacy Statement.

1. Acceptance of these Terms and Conditions

- a. The Payment Service is intended for use only by Authorized Users of Member. Participation in the Payment Service is completely optional.
- b. By accessing or using the Payment Service and selecting the “I have read and accept the Online Payments Terms and Conditions” button, you are confirming that you accept these Terms and Conditions (and any future modifications thereof) and agree that by scheduling a payment via the Payment Service, you authorize the SLA to initiate charge(s) to the credit card company or other financial institution designated by you for such payments
- c. The SLA may modify these Terms and Conditions at any time, with or without notice. You agree that by using the Payment Service after any such modifications, you will be deemed to have reviewed, agreed to and accepted any applicable modifications.
- d. You agree to these Terms and Conditions both on your own behalf, and in your individual capacity as an Authorized Person of Member, and references in these Terms and Conditions to “you” or “your” shall mean both you as the individual user of the Payment Service and you in your capacity as an Authorized Person of Member.

2. Qualifications and Requirements

- a. The Payment Service is provided to you to facilitate payment of stamping fees and other charges for products and services solely on behalf of Member. You acknowledge and agree that you have all necessary rights, power and authority to access and use the Payment Service on behalf of Member and to authorize each such payment.

- b. You acknowledge and agree that you are legally authorized to make payments using the credit card or other financial institution account designated by you. If the financial institution account designated by you is a business account, you acknowledge and agree that you are a properly authorized signer on the business account(s).
- c. You agree that you will take any steps that your designated credit card company or financial institution may require for authorization of the payments. You are solely responsible for paying any fee and/or interest charged by your designated financial institution or the SLA.
- d. You agree that you will not intentionally provide false information when accessing or using the Payment Service.

3. Payments

- a. Please ensure that your payment is made prior to 5 p.m. PST on or before the due date of the invoice. You will receive a confirmation once payment has been received. Credit card payments made Monday through Friday before 5 p.m. PST will be posted to your account after 8:00 a.m. PST on the next business day. E-Check / ACH payments will be posted to your account within 3-5 business days following receipt. However, the SLA shall not be liable for the SLA's failure to update any information, for whatever reason.
- b. You are solely responsible for making payments prior to the due date, and you are solely responsible for any late fees charged by the SLA for late payments. Late fees for any payments made using the Payment Service are the same as the late fees charged for mailed payments.
- c. The SLA does not charge you a convenience fee for using the Payment Service. However, your credit card company or designated financial institution may charge you fees related to your scheduled payment. If a transaction is not honored by your designated financial institution, a fee may be charged to your SLA account.
- d. The SLA uses third party service providers to securely process payments made through the Payment Service. The SLA will not store any credit card information. For E-Check / ACH payments, the account information for your designated financial institution is retained solely for the purpose of processing payments through the ACH network.
- e. The SLA has no responsibility or liability for any failure or error in the Payment Service, including without limitation, any interruption, omission, mistake, malfunction or delay related thereto.
- f. For E-Check / ACH payments, you agree that you give authorization to SLA's chosen financial institution to originate entries over the ACH network on your behalf to your designated financial institution for each payment, and that you agree to comply with the rules of operation for the ACH network.

4. Unauthorized Payments

If you believe that someone has made an unauthorized payment through the Payment Service without your permission, contact your designated credit card company or financial institution immediately. You are solely responsible for any unauthorized

payments.

5. Cancellation and Refunds

The Payment Service does not permit cancellation of online payments after you have scheduled the transaction. The Payment Service does not allow overpayments or process refunds. The SLA's Accounts Receivable Department processes all refunds and issues any refunds in the form of a credit to your SLA account or by check. Authorized Users should contact the SLA Accounts Receivable Department to request a refund.

For questions in using the Payment Service, please contact the SLA Accounts Receivable Department at: (415) 434-4900 or via email at AR-Payments@slacal.org.