

## BENEFITMALL EXPRESS APPLICATIONS SERVICE AGREEMENT

This agreement ("<u>Agreement</u>"), dated as of the later dated signature below, is between BenefitMall, a d/b/a of Centerstone Insurance and Finance Services, Inc. ("<u>BenefitMall</u>") and the undersigned party ("<u>Service Recipient</u>"), governs Service Recipient's access and use of BenefitMall's online service with respect to application completion and submission (collectively, "<u>BenefitMall Express Applications</u>"). Service Recipient's obligations and BenefitMall's rights under this Agreement are in addition to those set forth in the standard terms that apply to access and use of BenefitMall services generally ("<u>Terms of Use</u>").

- 1. <u>General</u>. Subject to the terms of this Agreement and the Terms of Use, Service Recipient will be granted access to BenefitMall Express Applications. Access will be through a separate logon and password assigned to Service Recipient solely for BenefitMall Express Applications. BenefitMall reserves the right to deactivate such logon and password at anytime under the terms of this Agreement or the Terms of Use.
- 2. <u>Annual Requirement</u>. Continued use of BenefitMall Express Applications is conditioned on Service Recipient's writing, within each twelve (12) month period (each, a "<u>Measurement Year</u>"), Qualifying Policies with a total of at least the amount set forth below in aggregate annualized premiums ("<u>Annual Requirement</u>").

<b>Annual Requirement:</b>	\$
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The first Measurement Year begins on the first day of the month that follows the month in which a BenefitMall Express Applications logon and password are first activated for Service Recipient. For this purpose, a "Qualifying Policy" is a policy that first becomes effective during the applicable Measurement Year (policies previously been written through BenefitMall are not Qualifying Policies). In determining whether the Annual Requirement is met, the value of each Qualifying Policy's premium is the amount of the annualized premium at the time the Qualifying Policy first becomes effective.

- 3. Term and Termination. This Agreement is effective upon signing by both parties and continues in effect until terminated as provided herein. At the end of any Measurement Year, if the Annual Requirement has not been met, BenefitMall may, in its sole discretion, terminate Service Recipient's access to BenefitMall Express Applications. In addition, BenefitMall may terminate Service Recipient's access to BenefitMall Express Applications if Service Recipient breaches any Terms of Use or if Service Recipient's continued access to BenefitMall Express Applications is deemed not to be in BenefitMall's best interests. Upon termination of access to BenefitMall Express Applications, all Service Recipient logons and passwords for the BenefitMall Express Applications (including any granted to employees, administrators, employer groups, etc.) will be deactivated. Service Recipient acknowledges that BenefitMall will not incur any liability to Service Recipient arising from or related to the termination of such access. Termination of access to BenefitMall Express Applications will be without prejudice to any rights or remedies available to BenefitMall under the Terms of Use or under applicable law.
- 4. <u>Applicability of Terms of Use</u>. The Terms of Use apply to Service Recipient's access to and use of BenefitMall Express Applications. Without limiting the foregoing, Service Recipient acknowledges that software included within BenefitMall Express Applications constitutes Software, as defined in the Terms of Use, and that Service Recipient's use of such Software is subject to the other limitations, terms and conditions set forth in the Terms of Use.

The parties have executed this Agreement through their duly authorized representatives as of the dates set forth below.

Centerstone Insurance and Finance Services, Inc.	Service Recipient:
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date: