



LEAP<sup>®</sup>  
SYSTEMS, Inc.

# LEAPLink Agreement

**Important Notice: This is a contract, please read it carefully. By placing an order for LEAPLink services you accept all the terms and conditions of this agreement as a LEAPLink Licensee and you acknowledge that the terms and conditions of this contract will be legally binding on you. If you do not agree with these terms and conditions and do not want them to be legally binding on you, do not place an order for LEAPLink services.**

**This LEAPLink Agreement ("Agreement") is made and entered into between you, as a licensee, ("you" or "Licensee") and LEAP Systems, Inc., a New Jersey Corporation, as the licensor ("LEAP" or "Licensor").**

1. **Services:** LEAPLink is the bundle of software applications, website development services, website hosting services and content providing/linking services provided by LEAP to select customers upon their request (the "Services" or the "LEAPLink Services").
2. **Retaining LEAP's Services:** By placing an order for the LEAPLink Services, you are agreeing to retain LEAP to provide the Services described in Section 1. These Services include, among other things, designing and developing your Internet website. Upon receipt and acceptance of your order for the LEAPLink Services, LEAP will initiate an initial conference call with you (the "Kick-Off Call") in order to discuss ideas for the design and development of your web site. Following the Kick-Off Call, LEAP will develop and forward to you written project specifications ("Specifications") that will identify the scope of the design and development services, the scope of the assistance that LEAP will provide with initial setup ("Initial Setup Services"), a description of the type of art that may be integrated into your website in connection with the Services, a schedule for completion of the design and development work, and a description of the type of content that LEAP will be making available either via direct delivery of LEAP products or materials or via linking from the LEAP internet website. After LEAP has forwarded the Specifications to Licensee, you will have an opportunity to review and approve the Specifications. Upon the completion of the design and

development portion of the LEAPLink Services, LEAP will provide ongoing website hosting services, and will also select and make available from time to time certain LEAP Content (as defined below) for Licensee to use on Licensee's website.

3. **License:** Subject to the terms and conditions of this Agreement, Licensor grants Licensee a nonexclusive, nontransferable license to use the third-party software applications provided in connection with the LEAPLink Services ("LEAPLink Applications"), and to use and reproduce any LEAP information, products, materials or other content that LEAP has selected and made available to Licensee from time to time ("LEAP Content") for republication on Licensee's Internet web site, either by way of direct republication or by way of linking to certain specified areas of the LEAP internet website, all solely for Licensee's internal business purpose of making its web site available to users via on-line Internet access for the purpose of promoting LEAP products and services. All rights not expressly granted are hereby reserved by Licensor.
4. **Limitations on LEAPLink License Usage:** Notwithstanding anything herein to the contrary, Licensee agrees to use the LEAPLink Applications and/or the LEAP Content for the promotion and solicitation of only those products and services that (a) Licensee is properly and currently licensed for under its separate LEAP SYSTEM License Agreement with LEAP and (b) which Licensee's insurance and/or broker dealer compliance department has approved. LEAP, and its employees, make no representation and are not responsible for counseling the Licensee for the appropriate usage of the LEAPLink Applications and/or the LEAP Content. Licensee takes full responsibility for such use in conjunction with the guidelines as set forth by their respective compliance departments. Licensee acknowledges that it is solely responsible for complying fully, and that Licensor is relying upon Licensee to comply fully, with all laws, rules and regulations in any and all jurisdictions in which Licensee's website will be available, including without limitation all industry, federal, state and local laws, rules and regulations.

5. **Initial Setup Fee and License Fee:** In exchange for the Services identified in Sections 1 and 2 hereof, and the license granted in Section 3 hereof, Licensee agrees to make full and timely payment of all fees due hereunder, including without limitation the non-refundable one-time fee for the Initial Setup Services (the "Initial Setup Fee"), which is identified on the product order form accompanying this Agreement, and the non-refundable annual license fee also specified on the product order form accompanying this Agreement ("License Fee").
6. **Payment:** On submission of its first order, Licensee agrees to pay the non-refundable Initial Setup Fee and the License Fee for the first term of this Agreement, both as specified on the product order form accompanying this Agreement ("Product Order Form"). The Initial Setup Fee must be paid in full at the time that Licensee submits its first Product Order Form. The License Fee must either be paid (a) in full at the time that Licensee submits its first Product Order Form to LEAP, or (b) on a quarterly basis consistent with the quarterly payment option explained on the Product Order Form (the "Quarterly Payment Option"). A valid credit card is required for the Quarterly Payment Option, and the necessary credit card information will be requested on the Product Order Form. Quarterly payments will be charged to this card every three months at the beginning of the payment month. It is the Licensee's responsibility to make sure that LEAP has updated credit card information prior to each quarterly billing date. Licensor reserves the right to charge reasonable and lawful interest on any amount owed by Licensee past the due date. Any late payment by Licensee shall be considered a breach of this Agreement and could result in termination by Licensor.
7. **Term:** This Agreement is effective as of the date on which Licensee submits its first Product Order Form to LEAP ("Order Date"), and shall remain in full force and effect for a period of one (1) year from the Launch Date (with the "Launch Date" being the date on which Licensee's website is published on the Internet at an active URL such that it is available to the public), unless terminated sooner in accordance with Section 8 of this Agreement. Notwithstanding the foregoing, in the event that the Launch Date has not occurred within ninety (90) days after the Order Date, the following will occur: (a) the ninety-first day after the Order Date will be deemed the Launch Date, and (b) LEAP will either (i) charge the first quarterly payment of the Licensee Fee to Licensee's credit card, if Licensee subscribed to the Quarterly Payment Option, or (ii) invoice Licensee for an additional One-Time Set-Up Fee, which amount reflects the additional time spent by LEAP on the development portion of the Services. Upon expiration of the term described above, the Agreement shall automatically renew each year for an additional one-year term (a "Renewal Term"), unless either party notifies the other party of its intention not to renew the Agreement at least thirty (30) days prior to the end of the then-current term. A License Fee will be due for each year that this Agreement is renewed. The License Fee for any Renewal Term must either be paid (a) in full each year on the twelve month anniversary of the Order Date, or (b) on a quarterly basis under the Quarterly Payment Option as described in Section 6.
8. **Termination:** LEAP may terminate this Agreement immediately upon (a) the failure of Licensee to pay any sums owed under this Agreement; (b) if Licensee is in default of any provision herein; or (c) if Licensee ceases to be a LEAP licensee in good standing under its separate LEAP SYSTEM License Agreement with LEAP. Licensee acknowledges and agrees that LEAP may terminate this Agreement or suspend any or all performances due hereunder if Licensee infringes, or allegedly infringes, any third party intellectual property rights by any action or omission related to Licensee's web site (including, without limitation, its content) or if Licensee undertakes or threatens to undertake any act or omission that may be injurious to LEAP. Upon expiration or termination of this Agreement, LEAP will be under no further obligation to provide any of the Services, and all licenses granted under this Agreement will immediately terminate. Without limiting the generality of the foregoing, upon expiration or termination of this Agreement, Licensee must immediately remove all LEAP Content from Licensee's web site.
9. **Reinstatement:** Licensee may request a reinstatement of any license cancelled due to non-payment of fees. If LEAP accepts this request, reinstatement of a license canceled due to non-payment will require Licensee to pay a \$100.00 reinstatement fee.
10. **Title:** The LEAPLink Applications, the LEAP Content, the tangible and intangible work product resulting from the provision of Services hereunder ("Work Product"), and all intellectual property rights contained in any of the foregoing, shall remain the exclusive property of LEAP. Licensee agrees not to assign, rent, lease, transfer, or distribute the LEAPLink Applications, the Work Product or the LEAP Content, or any portion of any of the foregoing, to any third party.

11. **Hosting:** LEAP shall, during the term of this Agreement, host the Licensee's website on computer hardware located at a secure hosting facility maintaining 24x7 operations. Bandwidth, hardware maintenance, monitoring and certain other costs for providing the hosting service are included in the License Fee. The hosting capacity to be provided under this Agreement is to be used for legal business activities supporting the primary business of the Licensee. Licensor reserves the right to review the uses of the site, bandwidth and storage space and (a) make adjustments in the License Fee for non-covered activities; (b) in the Licensor's sole discretion, cancel the Agreement in the event the site is being used for illegal activities. Notwithstanding the foregoing, you acknowledge and agree that LEAP MAKES NO WARRANTY OR GUARANTEE THAT THE ACCESS TO YOUR WEB SITE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE. Without limiting the generality of the foregoing, you understand and agree that temporary interruptions of your website and/or the links to the LEAP Content may occur as normal events. You further understand and agree that LEAP has no control over third-party networks you may access in the course of the use of your website, and therefore, delays and disruption of other network transmissions are completely beyond LEAP's control. LEAP neither endorses nor assumes any liability for the contents of any material uploaded or submitted by third-party users of your website. LEAP has no obligation to view, monitor or record access to your website or your use of the LEAP Content. However, LEAP reserves the right to view, monitor, and record activity in connection with your website and the LEAP Content without notice or permission from you. Any information obtained by monitoring, reviewing or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity. LEAP will also comply with all court orders involving requests for such information. LEAP reserves the right to remove your website from the Internet if your website includes infringing, defamatory, obscene, illegal or otherwise offensive content, and LEAP will not be liable to you for any damages incurred by you as a result of such action.
12. **Privacy:** Licensee acknowledges that this Agreement establishes rights and obligations between Licensee and Licensor only.
13. **Disclaimer of Warranties and Indemnification:** THE SERVICES, THE LEAPLINK APPLICATIONS, THE WORK PRODUCT, THE LEAP CONTENT AND ANY RELATED MATERIAL AND INFORMATION PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU AGREE THAT IN NO EVENT WILL LEAP BE LIABLE FOR THE RESULTS OF USE OF YOUR WEB SITE OR FOR THE INABILITY OR FAILURE ON YOUR PART OR ON THE PART OF YOUR CUSTOMERS TO CONDUCT BUSINESS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. Licensee agrees to defend, indemnify and hold harmless Licensor against any and all allegations, claims, expenses, liability or suits threatened, made or brought in relation to or arising from (a) Licensee's distribution or use of the Services, the LEAPLink Applications, the Work Product and/or the LEAP Content licensed hereunder, (b) Licensee's distribution or use of any of its own products, services or content in conjunction with any of the foregoing, (c) information and technologies in Licensee's content, including, but not limited to, any related copyrights, trade secrets, trade names or marks, patents, or other intellectual property rights (including but not limited to infringement or misappropriation) or (d) any other acts or omissions of Licensee and/or its end-users that result directly or indirectly, in property or personal claims or losses incurred by Licensor. Without limiting the generality of the foregoing, Licensee agrees to defend, indemnify and hold harmless Licensor against any and all allegations, claims, expenses, liability or suits threatened, made or brought in relation to or arising from the operation, condition or content of Licensee's website, and use of Internet facilities conducted or permitted by Licensee, the conduct of any business, advertising, marketing or sales in connection therewith, any negligent or illegal act of Licensee or any of its agents, contractors, employees, customers or end users.
14. **Maintenance:** Licensor will maintain the LEAPLink Applications to be compatible with industry standards related to Internet applications including compatibility with the then current release of the Microsoft and Netscape browsers.
15. **Support:** Included in the License fee, Licensor will provide telephone, fax and email support regarding the LEAPLink Applications, the LEAP Content, and the hosting services provided under this Agreement from 8:30am to 8:00pm EST Monday through Friday (excluding holidays). Licensor will make available, to Licensee training and tools to allow for easy site content maintenance. Once trained and provided with tools, the Licensee is responsible for routine site content maintenance. If Licensee encounters any

difficulty, while maintaining their site or has site content maintenance questions, technical support is available. If Licensee wants Licensor to perform all site maintenance, this service can be contracted for an additional fee.

16. **Fees:** On each twelve month anniversary of the Order Date, Licensor reserves the right to change any license fee or service charge in its sole discretion.
17. **Confidentiality:** Licensor agrees to treat all Licensee interactions, data and other information obtained during the execution of this Agreement as confidential and not to disclose or otherwise make available such information to any third-party unless authorized in writing by Licensee or otherwise enters the public domain. Licensee agrees to treat any information specifically designated as "Confidential" and provided by LEAP to Licensee hereunder as confidential and not to disclose or otherwise make available such information to any third-party unless authorized in writing by Licensor.
18. **Viruses:** Licensee will not upload to any hardware or software associated with the LEAPLink Applications any virus, worm, or other program Licensee may know or suspect might have a detrimental effect on any computer or Internet-related service.
19. **Disputes:** IN NO EVENT SHALL LEAP BE LIABLE TO YOU OR ON YOUR ACCOUNT FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF OR INABILITY TO USE YOUR WEB SITE OR THE LEAPLINK APPLICATIONS OR THE LEAP CONTENT, EVEN IF LEAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE BASIS THEREFOR, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, OR OF ANY CLAIM OR DEMAND BY ANY OTHER PARTY AGAINST LEAP OR YOU. In any case, Licensor's entire liability shall be limited to the License Fee paid to Licensor under the then current term of this Agreement. There are no warranties, express or implied, except for such warranties as may be expressly set forth herein. All legal proceedings relating to the subject matter of this agreement shall be brought exclusively in the County of Somerset, State of New Jersey and Licensee hereby consents to, and waives any objection to, the jurisdiction or venue therein.
20. **Linking:** Licensor cannot monitor all of the links to and from Licensees' sites. It is Licensee's sole responsibility to monitor links to and from Licensee's web site and to ensure that the content and nature of linked-to and linked-from sites

conform to this Agreement, do not violate any laws or regulations, and are not inappropriate for LEAP.

21. **Licensee Content:** Licensee represents, warrants and covenants that it either owns or has secured all of the rights necessary to use or display the content it intends to incorporate into its web site. Licensee is responsible for all costs associated with securing such rights and shall indemnify, defend and hold harmless Licensor and its service provider from and against any claims, allegations, expenses, liability or suits made, threatened or brought based on intellectual property infringement or misappropriate, violation of a right of privacy or publicity, deceptive advertising, defamation or unfair competition.
22. **Search Engines:** Submitting your site's address does not guarantee that it will be listed or how prominently if it is. It's simply a request for the engine to add your site, but different engines use different rules to decide what sites they'll search.
23. **Miscellaneous.** This Agreement embodies the entire understanding between Licensee and Licensor and there are no contracts, understandings, conditions, or representations, oral or written, with reference to the subject matter hereof which are not merged herein. Except as otherwise specifically stated, no modification hereto shall be of any force or effect unless (1) reduced to writing and signed by both parties, and (2) expressly referred to as being a modification of this Agreement. This Agreement may not be assigned by Licensee without the express prior written permission of LEAP. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

**I acknowledge my obligations to LEAP SYSTEMS, Inc. under the terms and conditions outlined in this LEAPLink Agreement.**

**LEAPLink Licensee:**

---

Print Licensee's Name

---

Licensee's Signature

---

Date