EBIX, INC.
SMARTOFFICE® ONLINE MASTER SUBSCRIPTION AGREEMENT

1.0   DEFINITIONS.
  1.1 Licensed Software. "Licensed Software," means the SmartOffice® Online software together with any Updates provided by EBIX under this Agreement.
  1.2 Documentation. "Documentation" means the written operating instructions and other information describing the installation and operation of the Licensed Software together with any Updates provided by EBIX under this Agreement.
  1.3 Order Form. "Order Form" means the initial order and any subsequent order forms for Products and/or services as agreed to by EBIX and CUSTOMER. Each such Order Form is part of this Agreement, and may be part of an Exhibit, and in the event of a conflict between the terms of an Order Form and this Agreement, the terms of this Agreement shall prevail.
  1.4 Products. "Products" means the combination of the Licensed Software and its Documentation.
  1.5 Updates. "Updates" means all corrections, modifications, or enhancements to the Licensed Software or the Documentation that may be provided by EBIX from time to time under the terms of this Agreement.
  1.6 User. "User" means each named individual employee, manager, or support staff member who is authorized by CUSTOMER to access the Licensed Software. Each User is required to have her or his own personal User name and password.
  1.7 SmartOffice. "SmartOffice", means the name of the Licensed Software.

2.0   GRANT OF USE LICENSE.
  2.1 EBIX grants CUSTOMER a nonexclusive, nontransferable license to have its authorized Users: (1) access the Licensed Software over the internet, (2) log onto CUSTOMER's account using the User name(s) and password(s) assigned by CUSTOMER, and (3) use the Licensed Software in accordance with the Documentation during the term of this Agreement.
  2.2 EBIX reserves all rights not expressly granted to CUSTOMER under this Agreement. Title to the Licensed Software, Documentation, and all copies thereof shall remain with EBIX, and CUSTOMER shall acquire no rights of any kind therein except for the licenses expressly set forth above.
  2.3 CUSTOMER shall not (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or in violation of third party privacy rights, or (iii) interfere with or disrupt the integrity or performance of the Licensed Software or the data contained therein.

3.0   RESTRICTION ON TRANSFER. CUSTOMER may not transfer or assign this Agreement to any person or entity.

4.0   TERM AND TERMINATION.
  4.1 The initial term shall be one (1) year from the CUSTOMER's date of acceptance of this Agreement. Thereafter the Agreement shall automatically renew on an annual basis at the then-current fees until one party gives the other at least sixty (60) days written notice of non-renewal before the first day of the following month. The Agreement may also be terminated by EBIX immediately if CUSTOMER fails to pay the license fees as they come due or commits a material breach of this Agreement that jeopardizes the stability or security of the computer systems upon which the Licensed Software is hosted. Data from discontinued accounts will be removed from EBIX's servers and will not be retrievable after ninety (90) days following the discontinuation of service. CUSTOMER should notify EBIX what action it wishes to have EBIX take with its data prior to service discontinuation in order to ensure the safety and timely release of data at the time of service termination. Ebix will have no obligation to maintain or provide any of CUSTOMER's data after 90 days of attrition or non-payment.
  4.2 Termination Fee: Full payment of the remaining term.

5.0   COPYRIGHT. The Licensed Software and Documentation are copyrighted. CUSTOMER may not reproduce any part of the Licensed Software or the Documentation, except that CUSTOMER may print out such portions of the Documentation as CUSTOMER may reasonably require to make proper use of the Licensed Software in accordance with this Agreement. CUSTOMER shall not alter or remove any copyright notice or proprietary legend contained in or on the Licensed Software or Documentation.

6.0   TRAINING. All Users will require some level of training in the use of the Licensed Software. EBIX provides three (3) levels of training services that are designed to meet the range of training services that individual customers may require. The basic training program consists of a set of prerecorded online tutorials that are highly recommended for all Users and that should be completed before CUSTOMER begins using the Licensed Software. In addition to the basic online training, EBIX offers one-on-one remote Internet and telephone based training as well as individual onsite training services. The availability, cost, terms, and conditions applicable to each type of training services are set forth on EBIX's Web site (http://www.ebixcrm.com) and are subject to change from time to time.

7.0   CUSTOMER'S OBLIGATIONS.
      7.1   CUSTOMER agrees to pay the fees set forth in an Order Form, Exhibit which contains fees, and any additional charges for training, implementation, data conversion, and other additional cost services (e.g., utilization of technology or services made available through an EBIX application programming interface) as they come due.
      7.2   CUSTOMER agrees to not reduce the number of total Users by more than fifty percent (50%) of the total number of Users as outlined in the Order Form or Exhibit of this Agreement for the remaining term of this Agreement. CUSTOMER will be obligated to pay for at least 50% of the number of Users outlined in Exhibit during the term of this Agreement.
      7.3   CUSTOMER agrees to maintain the confidentiality of its logon identification, the User names, and the passwords assigned to CUSTOMER's Users and not share them with any unauthorized person or persons.
      7.4   CUSTOMER agrees not to take any action, use, or employ any hardware, software, device, or routine to interfere or attempt to interfere with the proper working of the Licensed Software or the servers, data communications systems, or other infrastructure upon which the Licensed Software is hosted.
      7.5   CUSTOMER agrees not to decompile, disassemble, or otherwise attempt to reverse engineer the Licensed Software.
      7.6   CUSTOMER understands that it is solely responsible for the cost of any third party hardware, software, Internet access or other data processing or data communication resources that may be required for CUSTOMER to access the Licensed Software over the Internet.

8.0   DATA OWNERSHIP. CUSTOMER data stored in the Licensed Software on EBIX servers will remain the property of CUSTOMER. Should CUSTOMER opt to transition off the Licensed Software system EBIX will release CUSTOMER's data to CUSTOMER in a flat CSV (comma separated value) or XLS (Excel) file format. For complete information regarding a data export or conversion services (including timeframes and cost information), please contact an EBIX customer service representative at (800) 777-9188. EBIX shall not sell, lease, or rent CUSTOMER's data. Additionally, EBIX shall not give, or otherwise transfer, CUSTOMER's data to any third party or access CUSTOMER's data without CUSTOMER's prior written permission.

9.0   OPTIONAL SEC 17a-3 AND 17a- 4 RECORDS RETENTION SUPPORT SERVICE.
      9.1   CUSTOMER may elect to use the Licensed Software as an SEC 17a-3 and 17a-4 compliant storage system for CUSTOMER's data at EBIX's customary fee rate. If CUSTOMER elects to use this optional service, CUSTOMER may refer regulatory requests for the stored data to EBIX for production. EBIX will then select the data requested from CUSTOMER's database, provide this data to the regulator on removable media (such as CD ROM or DVD ROM) in a standard data format such as DOC, JPG, PDF, RTF, PPT, etc. EBIX will provide this optional service as long as CUSTOMER continues to pay for the use of the Licensed Software under the terms of this Agreement. EBIX's SEC 17a-3 and 17a-4 data storage obligation will cease when this Agreement is terminated for any reason.
      9.2   In order to allow CUSTOMER to meet its SEC 17a-3 and 17a-4 records retention obligations after CUSTOMER ceases to subscribe to EBIX's service, EBIX will back up CUSTOMER's data being retained by EBIX under this Agreement to portable media (currently CD ROM or DVD ROM) and deliver the copy of the data to CUSTOMER for CUSTOMER's post termination retention and safekeeping. Following the delivery of the data copy to CUSTOMER, EBIX will have no further obligation to retain CUSTOMER's data or provide the data to regulators. After making the backup copy of CUSTOMER's data and sending the copy via Certified Mail or other registered carrier prepaid to CUSTOMER's address of record, EBIX may destroy all copies of the CUSTOMER's data in accordance with EBIX's backup and data retention policies in effect from time to time.
      9.3   It is anticipated that most of EBIX's customers using this service will never request the production of retained data. In the event the SEC or other authorized governing body requests CUSTOMER's data a charge to CUSTOMER will apply. Since the amount of data requested, as well as the labor required to sort, extract, copy data

for delivery to the regulator, or otherwise provide CUSTOMER's requested SEC 17a-3 and 17a-4 data will vary widely, EBIX will charge for its service at a rate of one and one half times the then customary fee rate for the person(s) performing the services plus any materials and shipping costs.

10.0   EXCESS DATA STORAGE FEES. EBIX shall provide each of CUSTOMER's Users with maximum disk storage space 50 MB at no additional charge. If the amount of disk storage space required exceeds this limit, CUSTOMER will be charged the then-current storage fees (currently $3.00 per month per Gigabyte). EBIX shall use reasonable efforts to notify CUSTOMER when the average storage space used by each User is approximately 90% of the maximum. If EBIX should fail to notify CUSTOMER, this would not affect CUSTOMER's responsibility to pay excess data storage fees.

11.0   PAYMENT AND TAXES. All prices are stated in United States dollars and all payments will be made in United States dollars. EBIX will have the right to suspend CUSTOMER's access to the Licensed Software and the performance of EBIX's other obligations under this Agreement immediately after CUSTOMER's account becomes past due. CUSTOMER's data, from accounts that are past due, will be removed from EBIX's servers and will not be retrievable after ninety (90) days following the non-payment. In addition, EBIX will, at all times, have the right to set off any amount paid by CUSTOMER hereunder against any claim or charge EBIX may have against CUSTOMER. All payments required by this Agreement are exclusive of taxes. CUSTOMER is responsible for the payment of all applicable taxes, including, but not limited to, all sales, use, VAT, rental receipt, import, export, personal property or other taxes which may be levied or assessed in connection with this Agreement, except for United States taxes based on EBIX's net income.

       11.1   CUSTOMER authorizes EBIX to make monthly withdrawals via electronic transfer from CUSTOMER's credit/debit card account or checking account in the amount indicated on the electronic order form. This agreement begins during the month and year here stated in the electronic order form for the Licensed Software's application registered to the individual/company named on the order form. CUSTOMER understands that this Authorization, unless previously revoked, will continue to apply to any changes later made in products or services provided. CUSTOMER understands that EBIX reserves the right to withdraw previous month(s) due during the month in which the first transaction is processed. Debits to CUSTOMER account will occur between the 15th and 20th of the month. CUSTOMER agrees that the term of this Agreement is for 12 months from the beginning date stated in the electronic order form. This pre-authorized payment agreement will automatically renew annually and will remain in effect until cancelled in writing by either party. CUSTOMER agrees that if this pre-authorized payment agreement terminates for any reason before the end of the 12-month period, EBIX is authorized to debit CUSTOMER's account for the full remaining balance due unless other arrangements for payment of the balance have been approved by EBIX. As a convenience to the CUSTOMER, the CUSTOMER requests the credit/debit card issuer or bank institution used for this Licensed Software's purchase to accept and honor transfer withdrawals from my account. CUSTOMER agrees that EBIX's rights in respect to each transfer shall be the same as if it were drawn personally by CUSTOMER and that EBIX shall be fully protected in honoring such transfer. CUSTOMER further agrees that if any such withdrawal is dishonored, whether with or without cause and whether intentionally or inadvertently, the credit card issuer shall be under no liability whatsoever if such dishonor results in the forfeiture of benefits. These Authorizations shall remain in effect until revoked in writing, mailed to the other parties at the address of record. The Company or Financial Institution shall have a reasonable time to act on the revocation notice. CUSTOMER has retained a copy of these Authorizations.

12.0   GENERAL LIMITATION OF LIABILITY; CUSTOMER INDEMNITY. EBIX shall be responsible only for providing Products and services to CUSTOMER as expressly stated in this Agreement. The enclosed Limited Warranty limits EBIX's liability. In addition to the limitations of liability contained in the Limited Warranty, in no case shall EBIX's liability exceed the license fees paid for the right to use the Licensed Software during the three (3) months that preceded any loss. EBIX shall not be responsible for CUSTOMER's acts or omissions and none of CUSTOMER's employees or agents shall be deemed EBIX's agents. CUSTOMER agrees to indemnify EBIX against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of (i) any claim by any person that EBIX is responsible for any act or omission by CUSTOMER or its employees or its agents; (ii) any claims on EBIX from a third party resulting directly or indirectly under this Agreement where EBIX has acted in accordance with CUSTOMER's instructions or within the terms and conditions of this Agreement; and (iii) any breach by CUSTOMER of any representation or agreements made pursuant to or in this Agreement. Without limiting the generality of the foregoing provisions, EBIX shall be excused from failing to act or delay in acting if such failure or delay is caused by any legal constraint or circumstances beyond EBIX's control.

12.1   Notwithstanding any other provision in this Agreement to the contrary, the CUSTOMER acknowledges and agrees that (i) neither EBIX nor its third party data providers (e.g. Albridge Solutions, Investigo Corporation, DST Fanmail, Pershing, National Financial, etc.) shall have any liability for the accuracy or inaccuracy of any data provided by the other Party for use in connection with the provision of EBIX Data's Products, and (ii) EBIX has no control over, and is not responsible for, the failure or accuracy of any third party data providers (e.g., Investment Clearing firms, Investment Custodians, Insurance Carriers, and 3rd party data providers; such as but not limited to: Albridge Solutions, Morningstar, Broadridge, DST Fanmail, DTCC, etc., to provide any required data and any action of a third party that affects the timing of data, quality of data, accuracy of data, the omission of data, etc.

13.0   USER SUPPORT SERVICE.

13.1   EBIX shall provide CUSTOMER's Users with telephone consultation during the hours from 8:00 A.M. to 8:00 P.M.; Eastern Time Monday through Thursday and 8:00 A.M. to 4:00 P.M.; Eastern Time on Fridays. This excludes EBIX's regularly scheduled holidays (i.e., New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas). EBIX may change these hours from time to time on thirty (30) days written e-mail notice to CUSTOMER, but they will not be substantially reduced during the term of this Agreement.

13.2   Maintenance entitles CUSTOMER to program Updates. Support entitles CUSTOMER to a reasonable amount of technical support via phone or e-mail.

13.3   Support will be provided only for technical problems within the program. It does not include Training. Training for existing as well as new staff members can be facilitated by viewing EBIX's comprehensive array of free training movies (available on EBIX's Web site (http://www.ebixcrm.com) or by scheduling a custom on-site or Web-based training session (available for an additional fee). Customers who call with questions on how to use program functions will be referred to the Web-based training movies or On-line Help/Tutorials or may be referred to a training coordinator to schedule additional training.

13.4   CUSTOMER will establish two (2) Technical Support Coordinators (TSCs) for the first 25 named Users who access SmartOffice Online from or via a common agency office location. For each additional 25 Users one (1) additional TSC may be added. All Users will be instructed to direct all questions and problems regarding the use, operation, and maintenance of SmartOffice Online to their respective TSC. CUSTOMER agrees that only its TSCs shall be entitled to call or contact EBIX for maintenance and support assistance. CUSTOMER will receive up to 5 hours of total support time per year for the first 25 Users and up to 5 additional hours for each additional block of 25 Users per year. This amount will be prorated for additional Users up to the next breakpoint of 25. CUSTOMER will at all times provide EBIX with the identities of the current authorized TSCs.

14.0   GENERAL PROVISIONS

14.1   This Agreement shall in all respects be interpreted, construed in accordance with, and governed by the internal laws of the State of California, without regard to the rules on conflict of laws. The parties exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable. The place of making and the place of performance for all purposes shall be Pasadena, California regardless of the actual place of execution or performance. In the event of any litigation between the parties, the parties stipulate that the sole and exclusive jurisdiction for such action shall be the California state courts of appropriate jurisdiction located in the County of Los Angeles, California or the United States District Court for the Central District of California. Both parties agree that the above referenced courts shall have personal and exclusive jurisdiction over the parties for any dispute arising out of this Agreement that is not covered by the Arbitration provision.

14.2   Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, a Preliminary Injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator(s), any controversy or claim arising out of, relating to, or connected with this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration under this Agreement shall be administered exclusively by the Los Angeles regional office of the American Arbitration Association, or in the event that office is unable to act by the closest available regional office to EBIX's home office. The arbitration shall be held in the County of Los Angeles, California. All proceedings in any arbitration shall be conducted in the English language.

14.3   This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. CUSTOMER acknowledges that it has read

this Agreement, understands it, and agrees to be bound by its terms. No amendment to this Agreement shall be effective unless it is signed by EBIX or issued in accordance with Subparagraph 14.15. No waiver of any right, condition, covenant, or the breach of any covenant or condition of this Agreement shall be deemed to constitute a waiver of any subsequent breach of such right, covenant, or condition.

14.4   Any notice required or permitted by this Agreement shall be in writing and shall be sent by prepaid, registered or certified mail or equivalent means of delivery (e.g., by hand, overnight service or express courier), addressed to the other party at the address shown at the beginning of this Agreement or at such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given upon delivery of such notice.

14.5   Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

14.6   Because the United States imposes complex and changing Export Control Laws, CUSTOMER agrees not to knowingly export or re-export any EBIX Products or its underlying information or technology without the express written consent of EBIX.

14.7   If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.8   In any litigation or arbitration between the parties, each party shall cover its own attorney fees and one-half of all costs of proceedings incurred in enforcing this Agreement.

14.9   EBIX and CUSTOMER are and shall remain independent contractors. Neither party is the representative nor agent of the other and neither party shall have any power to assume any obligations on behalf of the other.

14.10   Paragraph headings are for convenience only and shall not be considered in the interpretation of this Agreement

14.11   This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

14.12   The parties may disclose the existence of this Agreement, but shall keep its terms confidential unless they are required to disclose them by a court or government agency.

14.13   EBIX rejects any and all printed terms and conditions contained on any purchase order or other ordering document submitted by CUSTOMER now and hereafter. The parties' performance under this Agreement shall be governed exclusively by the terms and conditions contained in this Agreement and any signed written amendments, supplements, or extensions to it.

14.14   This Agreement and the licenses granted in it are not transferable by CUSTOMER without the prior written consent of EBIX, which consent shall not be unreasonably withheld. This Agreement may be assigned by EBIX to any of its affiliates, successors, or assigns. Once transferred, this Agreement shall be binding upon, and be for the benefit of, both the original and the substitute parties hereto, their successors and assignees.

14.15   From time to time EBIX may amend any of the terms and conditions contained in this Agreement by terminating this Agreement and providing CUSTOMER a new agreement reflecting the revised terms. Such amendment shall become effective upon the effective date of the new agreement on EBIX's Web site (http://www.ebixcrm.com) if CUSTOMER continues to use the Licensed Software.

14.16   No action based on a breach of this Agreement may be brought by either party more than two (2) years after such cause of action accrued.

LIMITED WARRANTY

1.   EBIX warrants that the Licensed Software and any standard commercial Updates will perform substantially in accordance with the specifications set forth in the Documentation provided with it when used in the specified hardware, operating system, and data communications environment outlined on the following website: http://help-prod.ez-data.com/so7/Help/smartoffice-system-requirements-v7.pdf. These warranties are made for a period of thirty (30) days from the date CUSTOMER is provided access to the Licensed Software. Any corrections that are made to the Licensed Software under this warranty will be warranted for the remainder of the original warranty term or thirty (30) days whichever is greater.

2.   Any apparent failure of the Licensed Software to conform to this warranty should be reported to EBIX's support staff by telephone and in writing. In the event of a nonconformity between the Licensed Software and its Documentation CUSTOMER must provide EBIX with enough information to allow EBIX to recreate the problem as the first step to diagnosing and correcting the problem.

3.   In the event of a material nonconformity between the Licensed Software and its Documentation, EBIX will use reasonable efforts to correct such non-conformities and provide CUSTOMER with access to a

corrected version of the Licensed Software as soon as practicable after CUSTOMER has notified EBIX of a reproducible nonconformity. In some cases, EBIX may correct errors in the Documentation so that it accurately describes the Licensed Software.

        4.   If EBIX is unable to provide access to a corrected copy of the Licensed Software or corrected Documentation within a reasonable time, EBIX shall terminate this Agreement and refund the license fees paid to use the defective software.

        5.   EBIX does not warrant that the functions contained in the Licensed Software will meet CUSTOMER's requirements or that the operation of the Licensed Software will be uninterrupted or error free. EBIX shall not be responsible for problems caused by deviations in CUSTOMER's computer environment from the minimum system requirements described in the Documentation or from any attempt to use the Licensed Software in conjunction with software that was not provided or specified by EBIX.

        6.   ANY IMPLIED WARRANTIES COVERING THE DOCUMENTATION OR THE LICENSED SOFTWARE INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

        7.   EBIX SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY EVEN IF EBIX OR ITS AGENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

        8.   This warranty allocates risks of Product failure between CUSTOMER and EBIX. EBIX's Product pricing reflects this allocation of risk and the limitations of liability contained in this Warranty. The warranties set forth above are in lieu of all other warranties, whether, oral or written, and the remedies set forth above are CUSTOMER's sole and exclusive remedies. The agents and employees of EBIX are not authorized to make modifications to this warranty, or additional warranties binding on EBIX. Accordingly, additional statements such as advertising or presentations, whether oral or written, do not constitute warranties by EBIX and should not be relied upon.