

Service Contract



CUSTOMER FIRST AND LAST NAME	AGENCY NAME (IF APPLICABLE)	EMAIL ADDRESS	
BUSINESS PHONE	OTHER PHONE	FAX	
STREET ADDRESS	CITY	STATE	ZIP CODE
HOME STATE LICENSE NUMBER			

SERVICE INFORMATION

<input type="checkbox"/> Website	<input type="checkbox"/> Quoter	<input type="checkbox"/> Quoter Pro	<input type="checkbox"/> Quoter Pro Flash	SETUP	MONTHLY
<input type="checkbox"/> QuoteBuilder	<input type="checkbox"/> Single State	<input type="checkbox"/> Multi-state:		SETUP	MONTHLY
<input type="checkbox"/> BrokerOffice	<input type="checkbox"/> Basic	<input type="checkbox"/> AgencyOffice		SETUP	MONTHLY
	<input type="checkbox"/> External Lead Vendor Import				
<input type="checkbox"/> LeadMiner	<input type="checkbox"/> Basic	<input type="checkbox"/> Marketer		SETUP	MONTHLY
	<input type="checkbox"/> 1	<input type="checkbox"/> 5	<input type="checkbox"/> 10	<input type="checkbox"/> 25	
<input type="checkbox"/> Support Package	<input type="checkbox"/> Standard	<input type="checkbox"/> Other _____		SETUP	MONTHLY
<input type="checkbox"/> Logo/ Identity	<input type="checkbox"/> Template Logo	Logo No: _____		SETUP	
Term of Service	<input type="checkbox"/> 1 Year Term	<input type="checkbox"/> Other:	TOTALS		
NOTES:	(Requires Approval from Norvax)			SETUP	MONTHLY

DOWNPAYMENT

PAYMENT INFO - CREDIT/DEBIT CARD OR BANK DRAFT

Enter your name and address exactly as it appears on your credit/debit card or banking statement

NAME (AS IT APPEARS ON THE CARD)	ADDRESS <input type="checkbox"/> SAME AS ABOVE	CITY	STATE	ZIP CODE
CREDIT/DEBIT CARD NUMBER	VERIFICATION CODE (3/4 DIGITS ON BACK OF CARD)	CARD TYPE	EXPIRATION DATE (MM/YY)	
OR	<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	ACC. TYPE		

The undersigned Customer acknowledges that NORVAX is authorized to automatically draft the bank account or charge the credit/debit card submitted for the Total Charges listed on the Term of Service line above. Charges will be made according to the schedule set forth above. After the initial Term of Service, the contract will continue on a month-to-month basis unless cancelled by NORVAX or Customer. Early termination fees apply in the even the Customer cancels the contract before the completion of the Term of Service. Customer acknowledges that it has reviewed and agreed to all NORVAX Terms and Conditions of service as set forth at www.norvax.com/termservice.html and that it is responsible, on behalf of itself and any Agency named above, for all obligations contained in this Service Contract and related Terms and Conditions.

X

SIGNATURE OF ACCOUNT HOLDER

SIGNATURE DATE

Please complete and fax back to 312-948-2620

Questions? Call 1-866-466-7829



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SERVICE_ORDER_FORM_2008_04-10

TERMS AND CONDITIONS (amended 4/10/2008)

NORVAX PRODUCTS AND SERVICES SCOPE OF USE

Subject to the terms and conditions of this Agreement and the accompanying Service Contract, including, without limitation, your payment of all applicable fees, Norvax hereby grants to you a limited, non-exclusive, non-assignable, non-transferable license, for the Term as herein defined, to access and use the Norvax Products and Services specified on the Service Contract submitted by you to Norvax and accepted by Norvax. Any other commercial use or exploitation of the Norvax Products and Services, content, code, images, information, data or other materials is strictly prohibited.

1. FEES, PAYMENT AND TERM OF SERVICE.

DEFINITIONS. A "Subscription Service" is a Norvax Service ordered by a Customer on a Service Contract and, after the Initial Term of Service, is automatically renewed on a month-to-month basis.

- a. Unless otherwise specified in the Service Contract, the Term of the License granted above and during which the Services are rendered under this Agreement shall be a 1-year term beginning with the date the signed contract is received by Norvax. For 1 year terms, the Term shall extend to the anniversary of the end of the month in which Norvax receives and accepts a Service Contract as submitted by Client (the "Initial Term"), and shall be automatically renewed for one-month periods thereafter unless and until terminated by either party according to the terms of this Agreement.
- b. The billing cycle for monthly subscription fees occurs on the 1st and 17th of the month, with your monthly billing date beginning on the next available billing date after receipt of signed Service Contract, provided services are activated or at least 3 business days have passed from receipt of signed Service Contract (whichever is less).
- c. Initial setup charges, if any, shall be due upon receipt of contract and are non-refundable.
- d. Payment for the Products and Services subject to this Agreement shall be made by valid credit/debit card or ACH bank draft acceptable to Norvax, provided by you at the time of your submission of the Service Contract. After activation of service, all ongoing subscription fees shall be withdrawn from your specified account on a monthly basis, and are nonrefundable after such withdrawal except as otherwise stated herein.
- e. Norvax may terminate or suspend the License herein granted and the services it performs under this Agreement for the reason of nonpayment by you. Norvax may, at its sole election, reactivate the License and such services upon your payment of any outstanding charges, plus applicable re-activation fees.

2. VARIOUS SERVICES. IMPORTANT NOTICE CONCERNING BUNDLED SERVICES: If you purchase Norvax services that are sold together as a "bundled" package (e.g., you select the QuoterPro package that includes both a basic website, and a Norvax quote engine, as opposed to your purchasing such services separately), termination of any part of the services will result in termination of all Norvax services provided as part of the bundled package. However, we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain services included in the bundled services to stand alone services.

3. ACCURATE INFORMATION. You agree to: (1) provide certain true, current, complete and accurate information (the "Registration Data") about you as required by the application process; and (2) maintain and update according to our modification procedures the Registration Data you provided to us when purchasing our services as needed to keep it current, complete and accurate. In any event, you are solely responsible for the credit card or bank account information you provide to Norvax and must promptly inform Norvax of any changes thereto (e.g., change of expiration date or account number). We are neither responsible for any consequences resulting from your failure to provide notice nor for your providing outdated, incomplete or inaccurate information.

4. PRIVACY. In cases where you choose to receive services from third parties associated with Norvax, you grant the right to disclose your individual Registration Data to those third parties in order to fulfill service offers. You also understand that third party services have individual policies towards the privacy of customer information, which may differ from those stated herein. Furthermore, Norvax itself may use your Registration Data to provide targeting of advertisements and other service offers. Norvax considers the consumer data collected from your website and/or QuoteBuilder quote engine and the content of all Customer databases to be private. Except as provided in Sections 3 and 4 above, Norvax will not intentionally monitor or disclose any data entered or Customer Data unless required by law.

5. ACCOUNT ACCESS. To access or use the Norvax services or to modify your account, you may be required to establish an account and obtain a login name and password. You authorize us to process any and all account transactions initiated through the use of your login. You are solely responsible for maintaining the confidentiality of your login. You must immediately notify us of any unauthorized use of your login, and you are responsible for any unauthorized activities, charges and/or liabilities made through your account. In no event will we be liable for the unauthorized use or misuse of your login name, account number or password.

6. AGENTS. You agree that, if your agent, (e.g., your Primary Contact or Account Administrative Contact, Internet Service Provider, employee) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein. Your continued use of our services ratifies any unauthorized actions of your agent. By using your login name, account number or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

7. ACCEPTABLE USE. You agree to be bound by the applicable provisions of the Norvax Acceptable Use Policy, found at: <http://www.norvax.com/acceptableusepolicy.html>, incorporated herein and made part of this Agreement by reference.

8. EXCLUSIVE REMEDY. YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY NORVAX SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL NORVAX, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR WEBSITES FROM NORVAX) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF NORVAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE

EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NORVAX'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. Norvax and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store data; (7) loss or liability resulting from the development or interruption of your web site or your Norvax quote engine; (8) loss or liability from your inability to use our e-mail service, web site manager service or any component of the subscription service (for websites from Norvax); (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or renewal fee; (10) loss or liability as a result of the application of our dispute policy; or (11) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in XML, JSP or any other standard not under Norvax sole control.

You acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, Norvax can make no guarantee that any given reader shall be able to access Norvax' server at any given time. Norvax represents that it shall make every good faith effort to ensure that its server is available as widely as possible and with as little service interruption as possible; Norvax expressly limits its damages to the Client for any non-accessibility time or other down time to the prorated monthly charge during the system unavailability. Norvax specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

9. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF OUR SERVICE(S) OR OUR LICENSORS' SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER NORVAX NOR OUR LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE OR OUR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

10. INDEMNITY. You agree to release, indemnify, defend and hold harmless Norvax and any of our contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the Norvax services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) infringement, (d) any intellectual property or other proprietary right of any person or entity, (e) any violation of Norvax' Acceptable Use policy or other operating rules or policies communicated to you by Norvax during the course of this Agreement, (f) any information or data you supplied to Norvax, including, without limitation, any misrepresentation in your application, if applicable, (g) the inclusion of meta-tags or other elements in any website created for you or by you via the Norvax services, or (h) any information, material, or services available on your licensed Norvax Web Site. The terms of this paragraph will survive any termination or cancellation of this Agreement.

11. TERMINATION.

a. **BY YOU.** You may cancel your Subscription Service at any time after completion of your initial Term of Service. To cancel your Subscription Service you must submit your written notice of cancellation to Norvax (as provided herein) and include the following information: (i) Your company name and the account holder's name; (ii) the registered Domain Name associated with your website service; and (iii) your reason for requesting cancellation. Unless otherwise agreed to in writing (in either paper or electronic form), your Subscription Service will be canceled as of the expiration of the monthly billing cycle in which your notice was received. Unless otherwise specified in writing by Norvax, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (such as in the case of early termination). If you are canceling your Subscription Service because we have modified this Agreement, to be entitled to a waiver of further fees, your notice must be given to us within thirty days of such modification, and you must specifically state, in your notice, that you are terminating because we have modified the Agreement and must further specifically identify the modification(s) to which you do not agree.

b. **BY US.** We may terminate the License granted under this Agreement or any part thereof, this Agreement, or any part of the Norvax Services rendered under this Agreement:

- (1) immediately if, after ten (10) days' prior notice, you have failed to cure, to Norvax' sole satisfaction, any inaccuracy or incompleteness of the information requested from you under Section 3 of this Agreement;
- (2) immediately if Norvax determines, in its sole discretion, that you have violated the Norvax Acceptable Use Policy, or have made any other breach of your obligations under this Agreement;
- (3) upon thirty (30) days' prior notice, if Norvax terminates or significantly alters a Product or Service offering; or
- (4) upon thirty (30) days' prior notice, for any reason, if the initial Term has expired.

c. **EARLY TERMINATION.** Upon your voluntary termination of the Subscription Service under Section 11a, you will be obligated to pay Norvax (i) the fees for the months of service remaining in the Initial 1-year Term for which you contracted, and (ii) any first year discounts granted, whether in the form of a free service period or discounts from list price. Notwithstanding the foregoing, if you voluntarily terminate the Subscription Service because of our modification of this Agreement and according to the procedure set forth herein, you will not be obligated to pay Norvax for any fees for periods of service extending beyond the month in which your notice of cancellation is received by Norvax. On the other hand, if we terminate for cause under Section 11b(1) or 11b(2), you will bear all costs of such termination, including fees for any remaining portion of your Initial Term and any reasonable costs incurred by Norvax in closing your account.

d. **EFFECT OF TERMINATION.** Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Norvax service, if applicable. In addition to the terms set forth herein, certain Norvax services may have additional terms regarding termination, which are set forth in the applicable Schedule.

12. MODIFICATIONS TO AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (a) revise the terms and conditions of this Agreement; and/or (b) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) on Norvax Web sites, or upon

notification to you by e-mail. By continuing to use Norvax services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. If you do not agree to such revisions or changes, you may cancel the Subscription Service by sending Norvax a notice, as set forth herein, within thirty days of the posting or notification to you of any such modification or change, stating that you are canceling the Subscription Service because of a modification of this Agreement, and particularly pointing out the modification(s) to which you do not agree.

13. NOTICES AND ANNOUNCEMENTS. (a) Except as expressly provided otherwise herein, all notices to Norvax shall be in writing (either paper or electronic format) and delivered either via email to customerservice@norvax.com, or via postal mail to Norvax, Inc., ATTN: Customer Service, 214 W. Huron St. Chicago, IL 60610. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information (as updated by you pursuant to this Agreement) or to any e-mail address associated with your domain name registration(s) with Norvax. (b) You authorize us to contact you as our customer via telephone, at the number provided by you in your account information, e-mail or postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails, and other notices describing changes, upgrades, new products and services or other relevant matters.

14. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

15. REMEDIES. You acknowledge that if you breach this Agreement, Norvax's damages from such a breach would be difficult to calculate and that Norvax would suffer irreparable harm. Therefore, you agree that Norvax, in addition to any legal remedy for damages to which it would be entitled in the event of your breach, is entitled to equitable relief, including but not limited to preliminary and permanent injunctive relief. In the event of your breach of this Agreement, you agree to pay all reasonable attorneys' fees and costs of Norvax in enforcing this Agreement.

16. APPLICABLE LAW; CONSENT TO JURSDICTION AND VENUE. Without regard to its conflicts of laws provisions, the laws of the State of Illinois will be used to construe this Agreement. You consent to the exclusive jurisdiction and venue of state and federal courts resident in Cook County, Illinois to adjudicate any dispute arising out of this Agreement.

SERVICE SPECIFIC TERMS: The following terms apply in addition to Sections 1 through 16 only if you have purchased the particular service described:

SCHEDULE A TO NORVAX SERVICE AGREEMENT ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES

You authorize us to take all actions necessary to become the registrar for the domain name, including transmitting to the appropriate Registry a request to change the Registry database to reflect Norvax as the registrar of record.

1. DESCRIPTION OF SERVICE. You understand that your domain will be secured by Norvax under Norvax' bulk user account currently held at Stargate, Inc. Administration of the account will be exclusively by Norvax. When you subscribe to Norvax Registration Service, you authorize and direct Norvax to display Norvax contact information in the public WHOIS database for the Registrant, Administrative and Technical Contacts for the applicable domain name registration.

2. FEES AND PAYMENT. Initial domain name registrations and domain renewal fees are non-refundable. All outstanding fees must be in a paid status to transfer, delete, modify, or otherwise to request Norvax to affect the domain name record or to provide domain name services. Domain name registrations in an unpaid status are routinely deleted on a regular basis.

3. AUTO RENEWAL: Domains purchased through Norvax are automatically renewed in 1-year increments on the anniversary date of your initial domain registration provided that you are still hosting that domain with Norvax and your account is in "paid" status. Your account will be billed, and you agree to pay, the applicable fee upon renewal of your domain.

4. EFFECT OF CANCELLATION. Cancellation of Norvax website hosting constitutes cancellation of domain auto-renewal as well. You acknowledge that upon cancellation of your website hosting service with Norvax, you may transfer the domain to your name at the registry company of your choice. Before initiating a domain transfer request at the registry company of your choice, you must first contact Norvax at customerservice@norvax.com to unlock your domain.

5. REQUESTS TO CHANGE REGISTRAR. You agree that Norvax may deny any request to transfer a domain name registration that is otherwise capable of transfer to another registrar where you fail to pay outstanding fees.

6. DOMAIN NAME DISPUTE POLICY. You agree to be bound by the Stargate, Inc. current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. The current version of the domain name dispute policy may be found at <https://www.stargateinc.com/us/legal.asp>.

SCHEDULE B TO NORVAX SERVICE AGREEMENT ADDITIONAL TERMS APPLICABLE TO DATA STORAGE, TRANSFER, HOSTING & WEBSITES

1. DEFINITIONS. For purposes of this Schedule, the following terms shall have the meanings ascribed to them below:

a. "Basic Template Website" means a pre-designed Norvax Web site template available at agents.Norvax.com, licensed by Norvax to end-users during the term of service.

b. "Premier Template Website" means a pre-designed Norvax Web site template containing enhanced graphics (ie., flash media graphics), as offered from time to time, and licensed by Norvax to end-users during the term of service.

c. "Premier Flash Website" means a website designed exclusively for the end-user in consultation with them, and billed at the applicable hourly rate. Norvax grants the end-user rights to the design of the "Custom Website" at the end of the service term, provided all service fees are paid in full.

d. "SiteBuilder" collectively refers to the online web site building wizard found at agents.Norvax.com, and the "SiteLever" on-line design and website editing tool that allows customers to access their website, add/modify content, upload images and documents, and make generic changes to their website. SiteLever can be accessed on the web at www.YOURDOMAIN.com/SiteLever

e. "Web Hosting Service" means the Web hosting space provided on the designated Norvax servers as part of a monthly Web site subscription. Unless otherwise specified, "Web Hosting Service" includes licensing of a SiteBuilder or premier template website (as specified on the service agreement), access to the SiteBuilder design & website editing tool, and up to 10 free email accounts.

2. DESCRIPTION OF SERVICE. Norvax is providing you with data storage and transfer over the Internet through access to its Web Server. You must: (a) provide all equipment, including a computer and modem, necessary to establish a connection to the Internet; (b) provide for your own connection to the Internet; and (c) use a minimum of Internet Explorer 5.5 with Service Pack 2 browser (Internet Explorer 6 recommended) to connect to the Internet.

3. LIMITED USAGE GRANTED. All imagery and fonts used in our templates are royalty-free and are the integral part of our products. Limited-usage License gives you the right to use images and fonts only as a part of the particular website template. Separate usage/distribution is prohibited.

4. The template offerings are subject to change at any time without notice. Once your chosen template is activated, switching templates is subject to the applicable fee posted at www.norvax.com/support/pricing.html. A basic or premier template cannot be deemed a "Custom Website" regardless if Norvax provided paid consultation to customize any elements.

5. EMAIL ACCOUNTS. As part of "Web Hosting Service" you are provided with up to 10 free email accounts. Norvax supports email through a third-party webmail application called HORDE. Norvax does not support any other email client (i.e., MS Outlook, Outlook Express, ACT) and expressly denies any responsibility for setting up or maintaining those services. Norvax has set no fixed upper limit on the number of messages you may send or receive through the e-mail service; however, Norvax restricts the number of recipients of any e-mail sent by you to five hundred (500) per e-mail and retains the right, at Norvax's sole discretion, to restrict the volume of messages transmitted or received by you in order to maintain the quality of our services to other customers and to protect our computer systems. Moreover, in order to receive the e-mail service we must host your domain name record. If you transfer your domain name record to a third party in conjunction with a live web site, or for any other reason, or allow your domain name registration to expire, you will no longer be able to use the e-mail service. We will not refund the fees you paid for our hosting/e-mail service if you elect to transfer your domain name record to a third party.

6. SPAM PROTECTION. Norvax may make available to you the ability to add SPAM Protection to all email accounts on a particular domain. You acknowledge and agree that our SPAM Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may result in e-mail that is not SPAM being falsely identified as SPAM and deleted by our system, or the delivery of SPAM to your e-mail box(es). You acknowledge and agree that Norvax shall have no liability to you or any third party with respect to our SPAM Protection feature, your failure to receive any e-mail as a result thereof, or your receipt of SPAM.

7. ADDITIONAL STORAGE. Unless provided otherwise on our Web site, in no event may a customer have more than 100 Megabytes of total data storage. Norvax may make available to you the ability to purchase additional storage for a particular e-mail box or website in the specific increments described on our website.

8. FILE SIZE AND FORMAT COMPATIBILITY. You can upload an unlimited number of files to your Web site through SiteLever, provided that each file does not exceed 5 Megabytes. Norvax may provide you FTP access to bypass SiteLever and upload larger size files, provided your total data storage does not exceed 100 Megabytes. IMPORTANT NOTICE: ONLY HTML and HTM FORMATS CAN BE EDITED USING NORVAX' SiteLever EDITING TOOL.

9. BANDWIDTH. You and your Web site visitors can view and download up to 1 Gigabytes of content on your Web site per month. Norvax reserves the right to (A) charge, and you agree to pay, an additional fee as determined by Norvax in its sole discretion, which fee shall not exceed US \$0.50 per Megabyte, for each Megabyte of usage that exceeds the bandwidth limitations set forth above, or (B) terminate your Web site and this Agreement if you exceed the bandwidth limitations set forth above.

10. UNDER CONSTRUCTION PAGE. You acknowledge and agree that any or all domain names that are (i) registered with Norvax, (ii) hosted on a Norvax domain name server, and (iii) do not otherwise resolve to an active Web site, may resolve to an "under construction" or similar temporary Web page ("Under Construction Page"), and that Norvax may place on any such Under Construction Page promotions and advertisements for, and links to, Norvax's Web site, Norvax product or service offerings,. You agree that Norvax may change the content and/or appearance of, or disable, any Under Construction Page at any time, in its sole discretion, and without prior notice.

11. DNS CHANGES. If you registered your domain name on your own, you will need to access your Domain Registry account for the purpose of changing your DNS settings to point to Norvax' nameservers. (Primary Nameserver: NS1.Norvax.net, Secondary Nameserver: NS2.Norvax.net). You agree that, if you provide us with your username and password to access your domain registry, Norvax is granted authorization to access your account for the sole purposes of maintaining DNS settings. You agree to release liability for any loss that you may incur in connection with our processing of any authorized modification to your domain name record.

SCHEDULE C TO NORVAX SERVICE AGREEMENT QuoteBuilder™

1. DEFINITIONS. For purposes of this Schedule, the following terms shall have the meanings ascribed to them below:

a. "BrokerOffice" consumer quoting engine provided website consumers the ability to research health insurance plans and apply through a downloadable PDF application or online, where applicable.

b. QuoteBuilder™ services combines a Web site, the Web site Editing Tool, the Web Hosting Service, QuoteBuilder™, BrokerOffice and/or such other services as may, from time to time, be included in the package by Norvax as of the time of your purchase.

2. DESCRIPTION OF SERVICE. "QuoteBuilder™" is an online tool where consumers can research their health insurance choices and apply by downloading the application or applying directly through the carrier e-application, where available. Norvax does not recommend or endorse any specific insurance company and does not provide advice on which insurer to select or which products to buy.

3. ACCURACY. Norvax' QuoteBuilder quotes are verified through extensive internal and insurance company testing. QuoteBuilder quotes use information consumers provide on our detailed questionnaires. However, these quotes could change based on additional or contradictory information that emerges during the final insurance underwriting process.

4. CUSTOM PDF FORMS/APPLICATIONS. Any requests to alter or customize PDF applications beyond the "usual and customary" applications provided by carriers on carrier websites are subject to a charge. This fee is posted at www.norvax.com/support/pricing.html and is subject to change at any time. "Usual and customary" is defined as the PDF application that is readily available to the public and found on a carrier's website in their online application. Forms that are not readily available to the public via the carrier website are not considered usual and customary. Forms contained in agent sales brochures or only available through agent-specific websites are not considered usual and customary. The following forms are not considered usual and customary: credit card authorization, bank draft, change of coverage, prescription drugs forms, claims, medical treatment history request, auto-pay, coordination of benefits, and any agency-specific form. Any request to alter or customize PDF applications will also be subject to carrier-mandated policies regarding what forms are allowable.

5. QUOTEBuilder AFFILIATE By subscribing to Norvax' QuoteBuilder service, you acknowledge that you are automatically enrolled as an affiliate whereby you receive a specified referral fee for any qualified name submitted through your quote engine that is outside your quoting state(s). Affiliate Payout. Payout of your affiliate commission from the previous month will occur in the following month via ACH deposit directly to the bank account specified on the accompanying application. Any changes to your bank account information must be updated through the "Affiliates" tab in BrokerOffice. You acknowledge that you forfeit your referral commission for any prior month if you do not provide valid bank information, as maintained in BrokerOffice, by the 12th of the month.

a. A Lead shall be deemed to be "Qualified" when an individual Consumer sourced from your website completes a quote through QuoteBuilder and the following criteria are met: (a) the quote form is fully completed by the Consumer and all required fields are filled in by the Consumer, (b) the Lead is not a duplicate of a Lead received by Affiliate for the same insurance product from any source during the preceding fourteen (14) day period, (c) the Lead was not submitted by an insurance agent or broker, (d) the Lead does not contain any errors or misinformation in the Consumer's name, mailing address, e-mail address or telephone, (e) the Lead is that of an insurable Consumer, and (f) Affiliate did not generate the Lead using incentives or improper conduct nor did it enlist or encourage any third party to do so on its behalf.

b. Norvax shall pay a Transaction Fee of \$3.75 each to purchase Qualified Health Insurance Leads.

c. You agree that you will not use any marketing tactics that are illegal under federal or state law, including Form Mailing or Internal Mailing of any kind. You will comply with the provisions of the Federal CAN-SPAM Act of 2003, 15 USC 7701 et seq., including its requirement that you honor requests of a recipient of commercial email from you not to send further commercial email to that recipient within ten business days of such request (15 USC 7704(a)(3) and (4)).

d. You will have access to real-time online statistics available through the "Affiliates" tab within BrokerOffice.

6. NO AGENCY. This affiliate arrangement shall not be construed as creating or implying any relationship of agency, franchise, partnership or joint venture between the Parties.

7. NON-COMPETITION. Both Parties agree not to circumvent each other in dealing with the contacts of the other. Both parties agree not to contact the clients of the other for any reason without written consent of the other and will take all the necessary precautions to insure that the party's clients will not communicate directly without written consent.

8. OPT-OUT. Should you decide to opt of the affiliate arrangement, simply provide written notice to Norvax at customerservice@norvax.com.

