

**AonLine Service Agreement**  
Effective July 19, 2014

By logging into AonLine, user agrees to these terms and conditions (T&C):

- 1. Definitions. For purposes of this Agreement, the following definitions shall apply:**
  - 1.1 "Affiliate(s)" shall mean any entity that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with either Aon or Client, as applicable.
  - 1.2 "Aon Content" shall mean any information, data, materials, software, files, text, graphics, photographs, audio visual elements, music, illustrations, video or other content available through the Service which is proprietary to Aon or its Affiliates.
  - 1.3 "Client's Site" shall mean the portion of the Service containing information concerning the insurance program(s) maintained for Client by Aon.
  - 1.4 "Service" shall mean the online service described in the user guide, provided by Aon or its Affiliates, which provides or makes accessible certain information, content and communication, including, without limitation, the Aon Content, Third Party Content, e-mail functionality, discussion groups, internet links and Client's Site, all as presented under or in association with the AonLine name or a similar or a successor name.
  - 1.5 "Third Party Content" shall mean any information, data, materials, software, files, text, graphics, photographs, audio visual elements, music, illustrations, video or other content available through the Service which is provided by or is proprietary to third parties.
  - 1.6 "ADA" shall mean Aon Delegated Administration rights, whereby Aon maintains the User ID's on behalf of the Client.
- 2. Modification of the Service.**

Aon may upgrade or revise any or all aspects of the Service, in its sole discretion and without prior notice, including but not limited to (i) refusal or delay of access, (ii) organization, removal or addition of content, (iii) monitoring usage activity and (iv) performance of maintenance and administration of the Service. Notwithstanding, our right to supervise and control the service and all content thereon, we assume no obligation to perform such duties.
- 3. Limits of Transfers.**

Unless otherwise agreed in writing, Client's right to use the Service or to designate users of its account is not transferable to another corporate entity.
- 4. Indemnity and Indemnity Procedures.**
  - 4.1 Client will indemnify, defend and hold harmless Aon and its officers, directors, affiliates, subsidiaries and employees (collectively "Indemnitees") from and against any and all claims, demands, liabilities, damages, losses,

costs and expenses, including, without limitation, reasonable attorneys' fees (individually and collectively "Loss") in connection with any claim, action or proceeding brought by any third party resulting from or arising out of (i) any breach by Client of any of its representations and warranties set forth herein and (ii) any material placed on the Service by Client which (a) is defamatory or illegal, or (b) infringes on the proprietary or intellectual property rights of a third party, or (c) violates a third party's right of publicity or right of privacy.

- 4.2 Aon will indemnify, defend and hold harmless Client and its officers, directors, Affiliates, subsidiaries and employees (collectively "Indemnitees") from and against any and all claims, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees (individually and collectively "Loss") in connection with any claim, action or proceeding brought by any third party resulting from or arising out of (i) any breach by Aon of any of its representations and warranties set forth herein and (ii) any Aon Content available through the Service which (a) is defamatory or illegal, or (b) infringes on the proprietary or intellectual property rights of a third party, or (c) violates a third party's right of publicity or right of privacy.
- 4.3 If a third party asserts any claim or allegation which, if proven, would trigger the indemnification obligations set forth in Sections 4.1 and 4.2, the indemnified party shall (i) promptly notify the indemnifying party in writing of such claim; (ii) give the indemnifying party the opportunity to defend or negotiate a settlement of any such claim (at the indemnifying party's expense); and (iii) reasonably cooperate with the indemnifying party in the defense or settlement of such claim (at the indemnifying party's expense). The indemnifying party shall not settle any claim involving the indemnified party without the latter's prior written consent, unless such settlement includes an unconditional release of the indemnified party from all liability relating to the Loss.

## **5. Responsibility for Account and Use of Service.**

- 5.1 Client is responsible for all access to and use of the Service through Client's password, except for any unauthorized use or disclosure of Client's password by Aon and/or its employees and agents. Use of the Service is limited to current employees of Client and Client's Affiliates or such other persons as Client may authorize from time to time to use the Service by written notice to Aon.
- 5.2 Client is responsible for compliance with legal and regulatory requirements that are implied with the use of the Service, specifically legislation with respect to the transfer of personal data. The client is informed that transfer of personal data from the country of origin to countries that may not have the same level of protection of personal data, is subject to specific regulatory conditions, infringement of which may lead to sanctions.
- 5.3 Client is responsible for providing timely updates to Aon resulting from changes in client user access to AonLine. This applies to the provisioning of new users as well as and more importantly the deprovisioning of users. Client is responsible and liable for any unauthorized access resulting from

users who the Client did not indicate to deprovision in time.

- 5.4 Client is responsible for supervising and safeguarding Client's computer equipment, password(s), user ID(s) and account information and taking all reasonable steps to prevent the unauthorized access to and use thereof. Passwords and user ID(s) may not be shared with unauthorized third parties.
- 5.5 Client is responsible for establishing and maintaining, at its own expense, all telecommunications equipment and access lines necessary to access and support transmission of the Service.

## **6. Warranties, Disclaimer of Warranties and Exclusion of Liability.**

- 6.1 Aon represents and warrants that (i) it has the full right, power and authority to enter into this Agreement and to provide the Service; (ii) Aon Content provided through the Service will not infringe any proprietary or intellectual property right of any third party or will violate any third party's right of publicity or privacy; (iii) any Aon Content provided through the Service is not illegal or defamatory; (iv) it will not disclose any Client password or user I.D. to any person or entity without the prior written consent of Client; (v) security for Client's Site is appropriate to the nature of the application in accordance with industry standards; and (vi) any Aon Content and/or information contained on Client's Site will be maintained in a professional manner in accordance with industry standards.
- 6.2 Client represents and warrants that it has the full right, power and authority to enter into this Agreement.
- 6.3 The express warranties set forth in this agreement constitute the only warranties with respect to the service and each party expressly disclaims all other warranties express or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose.
- 6.4 Except for the parties' respective indemnity obligations set forth herein, neither party shall be liable for any indirect, special, incidental, exemplary or consequential damages (including but not limited to lost profits) arising from the use or provision of the service, even if a party has been advised of the possibility of such damages.

## **7. Limitation on Use of Content.**

- 7.1 Client expressly agrees to comply with the terms of any restrictive legend which may be included with any information or content received or accessed through the Service.
- 7.2 Aon retains all copyrights and other rights in and to Aon Content. Except as may be otherwise prohibited by a restrictive legend in the Aon Content, Aon authorizes Client to use, copy and distribute Aon Content provided that (a) the use and distribution of Aon Content is limited to Client's and its Affiliates' internal organization and their respective representatives and (b) all copies of Aon Content shall retain all copyright or proprietary notices or restrictive legends. Any other use or distribution of Aon Content, unless authorized in writing by Aon, is prohibited.

- 7.3 During the term of this Agreement Aon may place information concerning the insurance program(s) maintained for Client by Aon on Client's Site only and may not make such information available on or through any other part of the Service.
- 7.4 Aon is not responsible or liable for any content the Client contributes to AonLine.
- 7.5 User must not post, download, seek or encourage via the Service any software, file, or other content:
- a. that is copyrighted or otherwise proprietary without the permission of the owner(s) or their representatives or that violates or infringes upon the rights of another;
  - b. that is defamatory deceptive, misleading, abusive, profane offensive or inappropriate;
  - c. that constitutes a threat to or harassment of another;
  - d. that adversely affects the performance or availability of the Service;
  - e. that contains any virus or disabling code; and
  - f. contains sensitive personal information (e.g. health information, credit card numbers, etc) that does not apply to applicable data protection laws.

**8. Choice of Law.**

This Agreement and all of the parties' respective rights and obligations in connection herewith shall be governed by and construed in accordance with the laws of the England and the English courts for Clients domiciled outside of the United States. For Clients domiciled within the United States of America, shall be governed by and construed in accordance with the laws of the United States and, excluding conflicts rules, of the State of New York.

**9. Internet.**

Client acknowledges that any links to other web sites provided, or accessible through, the Service are for reference only and should not be deemed to be an endorsement by Aon of any products, services, opinions or views contained therein or accessible thereby. The reliability, availability, legality and performance of resources accessed through the Internet are beyond Aon's control and are not in any way warranted or supported by Aon.

**10. E-Mail Policy.**

- 10.1 Each party shall use commercially reasonable efforts to check attachments to E-mail messages which a party receives before saving such attachments to a hard drive or server. Each party shall promptly notify the sender of an e-mail message if the party has reason to believe that an e-mail message was received by the party in error and should be redirected.
- 10.2 Each party will comply with the terms of any restrictive legend which may be included with any e-mail message or attachment and will respect all copyright notices of the other party or any third parties which may be contained in any e-mail message or attachment.

- 10.3 The Client consents to Aon sending commercial electronic messages for the purpose of providing the Service.

## **11. Confidentiality.**

- 11.1 Confidential Information includes software programs and the materials and documentation relating to them as well as other proprietary business data and any other information designated as such by a Discloser at the time of disclosure. Confidential Information does not include information which was known to the Recipient before disclosure by the Discloser; or which is or becomes information within the public domain (through no fault of the Recipient); or which is independently developed by the Recipient; or which is rightfully received by the Recipient from third parties not subject to an obligation of confidence to the Discloser; or the release of which is approved by the Discloser in writing.
- 11.2 Without the prior written consent of the Discloser, the Recipient shall not disclose to any third party any Confidential Information disclosed by the Discloser to the Recipient, nor permit any third party to have access to such Confidential Information, nor use such Confidential Information for any purpose other than for the business transaction between the parties.
- 11.3 If the Recipient or any of its representatives are required or requested (by legal process, civil investigative demand or similar process) to disclose any Confidential Information, the Recipient will promptly notify the Discloser so that the Discloser may seek an appropriate protective order or waive compliance with this Section.

## **12. Data Processor.**

- 12.1 Aon shall process personal data and information processed pursuant to this Agreement only in accordance with instructions of Client and shall use such personal data only as agreed with Client from time to time.
- 12.2 Aon shall have in place appropriate technical and organizational measures which ensure a level of security appropriate to the harm that might result from accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and other unlawful forms of processing and provide details of these measures to Client on request which as a minimum will include the measures set out in the Schedule to this Agreement.
- 12.3 Aon shall have in place procedures to ensure that unauthorized persons will not have access to personal data processed by Aon and will take steps to ensure the reliability of employees or other persons Aon authorizes to have access and that they will respect and maintain the confidentiality and security of such personal data.
- 12.4 Aon uses a data processor which may be established in a jurisdiction where the data protection laws may not be comparable to those in the originating country. When Aon obtains the services of a third party data processor, it will put in place adequate safeguards protecting the Client Data, including the use of data protection agreements providing for the same security measures

as Aon under the terms of this agreement.

### **13. Term and Termination.**

- 13.1 Client may, at its sole discretion and at any time, terminate subscription to AonLine by providing written notice to Aon. Aon may, in the event that Client is no longer using brokerage or financial services of Aon's affiliates, terminate this Agreement upon written notice to Client.
- 13.2 Upon termination of this Agreement, Aon shall promptly remove Client's Site and all information contained therein, from the Service

### **14. General.**

- 14.1 This Agreement is the entire agreement between the parties about the subject matter hereof and it incorporates or supersedes all other prior or contemporaneous written and oral communications. This Agreement may be changed or supplemented only by a writing signed by authorized representatives of the parties.
- 14.2 Aon and Client are each independent contractors. The parties do not intend to form any type of partnership or joint venture as a result of this Agreement.
- 14.3 Failure to enforce any term or provision of this Agreement shall not operate as a waiver of any similar or the same right at any subsequent time or with regard to any other term or condition.
- 14.4 Captions used in this Agreement are for convenience only.
- 14.5 Aon plc, including all of its subsidiaries and affiliates, maintains relationships with clients and business partners around the world. When Aon recommends or mentions a product or service provider, it is possible that the product or service is being offered by one of Aon's clients or business partners.
- 14.6 Aon maintains a strict Code of Business Conduct covering many topics, including antitrust and competition law, conflicts of interest, anti-bribery, privacy, financial reporting, compliance with trade restrictions, protection of confidential information, and compliance with all laws and regulations applicable to the conduct of our business. Aon also files necessary disclosures with all governmental regulators.
- 14.7 If you have any questions about an Aon recommendation or mention of another business entity (or about an entity with whom Aon conducts business), please follow-up with your Aon contact person. Aon is committed to serving our clients in a transparent manner.

### **15. Cookies.**

- 15.1 Aon uses cookies in order to make AonLine work more efficiently, and to compile statistics about the usage of the AonLine website. Cookies are small text files that are sent to your browser and may be placed on your computer. You have the ability to accept all cookies, to be notified when a cookie is set or to reject all cookies by modifying your Internet browser preferences. Please note that, if you choose to reject all cookies, you will be unable to use

those services or engage in activities that require the placement of cookies.

15.2 By accepting these terms and conditions, you agree that you have read our Privacy Statement and Cookie Notice.