Application for GLIA Quoting Tool

Subscription Type: Individual Agent ($175.00/6mo)

Agent Name (Appears in Quotes):

(Note: If you are an agency, this is ONLY used as the contact name and does not appear in your quotes)

Agency Name (Appears at top of Quotes):

(Leave blank if same as Agent Name)

Street Address:

City:

State:

Zip:

Phone Number:

E-mail Address:

Confirm E-mail Address:

Do you want your name to be listed at the website www.term4sale.com as an agent consumers can contact?:   Yes   No

If yes, enter 3 different zip codes
(Example: Your home zip code and 2 nearby zip codes):

I have read and agree to the following license agreement: Yes

LICENSE AGREEMENT

THIS AGREEMENT is made this 13th day of July, 2016 between Compulife Software, Inc. ("Compulife"), a corporation incorporated under the laws of the State of Delaware **and**

Name of **"Customer"**, _____

WHEREAS Compulife has developed, refined and markets a computer software package, which includes the software object code and insurance data files (hereinafter collectively "Software"), providing quotation system for Life Insurance products as marketed from time to time;

AND WHEREAS the Customer desires to obtain and employ the Software;

AND WHEREAS the Customer is or has only **ONE licensed life insurance agent** or life insurance broker who will use the Compulife quotation system software to produce insurance quotations and illustrations for the Customer's sale of life insurance to the public;

AND WHEREAS the Customer does not produce any quotations which are provided to any other life insurance agents or life insurance brokers or for anyone other than the Customer's own insurance clients or prospective insurance clients who use the quotations solely for the purpose of assisting the client or prospective client in the purchase of life insurance from the Customer;

AND WHEREAS the Customer does not permit any other life insurance agent or life insurance broker to use the software on the Customer's computer equipment;

AND WHEREAS the Customer acknowledges that the "agent name" which is to be entered and serialized into the program shall be:

Name of "**agent**" _____

AND WHEREAS COMPULIFE agrees that the Software can be used on any individual computer used by the Customer for the agent;

Therefore, Compulife agrees to grant and Customer agrees to accept, pursuant to the following terms and conditions, a non-exclusive, non-transferable, restricted license to use Compulife's Software.

POSSESSION AND USE OF COMPULIFE'S SOFTWARE CONSTITUTES ACCEPTANCE OF THE TERMS OF THE LICENSE AS SET OUT HEREIN.

1. **Definitions**

   - **(i)** Compulife means Compulife Software, Inc., the author and owner of the Software copyright.
   - **(ii)** Customer means the user of the Software Package.
   - **(iii)** Computer means any microcomputer used by the Customer's agent or used by support staff of the Customer's agent to run the Software Package.
   - **(iv)** Software means the software package, which includes the software user's manual and guide.

2. **Software Ownership**

Compulife represents that it is the owner of the Software and the title of the Software remains with Compulife. All applicable rights to copyrights, trade secrets, patents and trademarks in the Software or any modifications or enhancements made by Compulife or made by Compulife at Customer's request shall remain with Compulife.

3. License

- **(i)** Compulife grants and Customer accepts the non-exclusive, non-transferable, restricted license to use the serialized copy of the Software delivered with this Agreement for the Customer's agent. Customer shall not permit any parent, subsidiaries, affiliated entities or third parties to use the Software. Customer shall not allow access to the Software through any terminals or computers located outside such premises.
- **(ii)** Customer acknowledges the copyright of Compulife and agrees that it will not duplicate or make copies of the Software except for back-up purposes only.
- **(iii)** Customer acknowledges that the Software is subject to the proprietary rights of Compulife and constitutes Compulife's valuable trade secrets. Compulife represents and Customer hereby acknowledges that the object code constituting the Software and updates of the Software contains confidential and trade secret material which is not readily susceptible to reverse compilation or reverse assembly or reverse engineering. Customer shall not attempt to de-compile or disassemble the object code of the Software. Customer further agrees that it will use its best efforts to prevent de-compilation and disassembly of the object code of the Software by any person or entity by securing and protecting each copy of the Software or update in a manner consistent with the maintenance of Compulife's rights and by taking appropriate action by instruction or agreement.
- **(iv)** Customer shall immediately notify Compulife in the event the customer wishes to use the Software Package for a different agent. Customer acknowledges that prior to such use another license shall be required.
- **(v)** This license is not transferable without the written consent of Compulife. Compulife will not unreasonably withhold consent provided that transferee agrees to the terms of this license.
- **(vi)** This Agreement, the license and the rights and obligations of Compulife and Customer shall not be pledged, mortgaged, assigned, licensed or otherwise transferred or disposed of, including by operation of law, in whole or in part, by Customer except as expressly set out in this Agreement or as consented to by Compulife.

4. License Fees

- **(i)** In consideration of the rights granted to Customer by Compulife and in consideration of the continuing services of Compulife hereinafter provided for, Customer agrees to pay Compulife an non-refundable annual service fee in the amount of $350.00.
- **(ii)** Compulife undertakes with Customer that the annual service fee will not increase for a period of 1 year from the date of delivery of the Software Package and thereafter may be increased by Compulife no more often than annually.

5. Taxes

Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

6. Software Updates and Improvements

- **(i)** In return for the annual service fee Compulife shall, subject to Customer having paid the annual service fee and fulfilling the obligations herein set out, provide Customer with access to monthly updates by Internet ("monthly updates").

- **(ii)** Customer is solely responsible to download the compressed file from the Internet each month.
- **(iii)** Compulife makes no warranty regarding the compatibility of the compressed file with any particular Internet browser software which the customer may use to download the file.
- **(iv)** Customer acknowledges that it has already downloaded a "mid-month" or monthly update file from the Compulife internet web site. Customer warrants that it has experienced no difficulty with the download process and was able to use and process the downloaded file properly.
- **(v)** Customer assumes full responsibility for any technical problems that may prevent the customer from downloading the file from the Internet.
- **(vi)** In the event of technical difficulties, Customer may elect to contact Compulife to obtain the software update on diskettes. Compulife will ship diskettes once it has received an advance payment of $10 for shipping and handling, plus the cost of the postage or courier fees for that shipment. Alternately, as payment, customer may instruct Compulife to reduce its prepaid annual subscription period by one month.

7. Use and Training

Customer shall limit the use of the Software to its agent or support staff of the agent who have been appropriately trained. In conjunction with the sale of life insurance to the public, Customer shall limit use of the Software, including use of the printed proposals and schedules from the software, to the life agent who must be duly and properly licenced to sell life insurance by their respective federal or state jurisdictions.

8. Exclusion of Warranty

The Software is being provided to the user AS IS and all warranties are excluded. Compulife makes NO WARRANTY either express or implied with respect to the Software Package. All warranties as to merchantability or fitness for any particular purpose are hereby disclaimed.

9. Limitation of Damages

Compulife shall, under no circumstances, be liable for consequential or indirect damages in any way relating to the Software Package.

10. Limitation of Remedy

Compulife's obligation in the event of breach of contract, negligence or otherwise with respect to the Software furnished hereunder shall be strictly and exclusively limited to replacement of the Software.

11. Termination

- **(i)** This license may be terminated by the Customer at any time. Customer must provide written notice of termination to Compulife. In the event of termination of this agreement, there shall be no refund of any portion of the annual service fee.
- **(ii)** Compulife shall have the right to terminate this Agreement and the license granted herein:
  - **(a)** Upon 10 days' written notice in the event that the Customer, its officers, agents, or employees violate any provision of this Agreement; **and**
  - **(b)** In the event Customer terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under federal or state statute, becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority, or has wound up or liquidated, voluntarily or otherwise.

- (c) Upon 120 days' written notice for any cause subject to Compulife returning the annual service fee as determined in paragraph 4(i) less an amount of $39 for each month of service since the Customer received the first update.

- **(iii)** In the event of termination by reason of Customer's failure to comply with any part of this Agreement, or upon any act which shall give rise to Compulife's right to terminate, Compulife shall have the right, at any time, to terminate the license and take immediate possession of the Software and all copies wherever located, without demand or notice and without refund of any portion of the annual service fee. Within 10 days after termination of the license, Customer will return to Compulife the Software in the form provided by Compulife or, upon request by Compulife, destroy the Software and all copies, and certify in writing that they have been destroyed. Termination under this paragraph shall not relieve Customer of its obligations regarding Compulife's copyright of the Software.

12. Jurisdiction
This Agreement shall be interpreted in accordance with the laws of Kentucky and the rights and obligations of Compulife and Customer shall be determined under such laws. Customer agrees that any action or proceeding to enforce, or arising out of, this agreement shall only be commenced in the state of Kentucky.

13. Sever Severability

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

14. Conflict with Purchase Orders

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, the terms and conditions of this Agreement shall control.

15. Waiver of Contractual Right

The waiver or failure of Compulife to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

16. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

17. Headings

The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

18. Notice

Any notice required or contemplated hereby shall be sufficiently given if delivered personally or by prepaid registered mail. If by registered mail, delivery shall be deemed to be effected on the fifth business day following mailing and the post office receipt shall be conclusive as to such date. In the event of an actual or threatened postal disruption notice shall not be effected by mail. All notices are to be addressed

to the address which follows:

Address: _____

City, State & Zip Code: _____

Compulife Software, Inc.
1509 Paradise Camp Road
Harrodsburg, KY 40330

19. Entire Agreement

This Agreement constitutes the complete and entire Agreement between Compulife and Customer. This Agreement supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be modified except in writing signed by both Compulife and Customer.

Customer Signature _____