**ULLICO DATA REPOSITORY SYSTEM
USER AGREEMENT**

THIS ULLICO DATA REPOSITORY SYSTEM USER AGREEMENT (this "Agreement") sets forth the terms and conditions pursuant to which KAREN WELDIN STEWART, CIR-ML, INSURANCE COMMISSIONER OF THE STATE OF DELAWARE, IN HER CAPACITY AS RECEIVER OF ULLICO CASUALTY COMPANY IN LIQUIDATION ("Ullico") will provide access to the Ullico Data Repository System (the "System") and the data contained on the System to the entity signing this Agreement below ("User"). Ullico and User, intending to be legally bound, agree as follows:

1.   LICENSE.

        (a)   Generally. "Data" means information contained on the System, except that (i) information contained on the System will cease being Data if and when such information is distributed by a Ullico Party (defined below in Section 5) to User, or by User to a Ullico Party, or by any guaranty association to User, in each case as an element of any Uniform Data System (UDS) record; or such information is provided to User by any third party for whom it is not Data (*e.g.*, another guaranty association; a third-party administrator who previously worked for Ullico, the claimant, or the insured; or a person involved with the claim, such as a physician who treated the claimant) after receipt of that same information as Data from the System; and (ii) information provided to User by any third party for whom it is not Data, prior to User getting that same information through the System, never becomes Data. Information that is not Data is not subject to this Agreement. Ullico hereby grants to User a nonexclusive, nontransferable, limited license to use the System and Data solely for User's own internal business purposes and subject to the terms and conditions of this Agreement. User represents and warrants that User's use of the System and Data shall be for only User's business purposes, and as otherwise governed by this Agreement. User shall not access the System from Internet Protocol addresses located outside of the United States and its territories without Ullico's prior written approval. User shall comply with all laws, statutes, regulations and rules which govern User's access, distribution and use of the System and Data, including User's obligations of confidentiality relating thereto.

        (b)   Privacy. The System and Data includes claims information, such as personally identifiable information, financial information, and health information. User represents and warrants to Ullico that the User's use of the System, and access to and possession of Data, will be in accordance with statutes and regulations applicable to User.

2.   SECURITY. User acknowledges that it is User's obligation to keep all accessed Data confidential and secure. Accordingly, User shall (a) restrict access to the System and Data to those employees, counsel, consultants and agents who have a need to know as part of their official duties and who have executed the Individual User Joinder form (collectively, "User Personnel"); (b) ensure that none of its User Personnel shall (i) obtain and/or use Data for personal reasons, or (ii) transfer any Data to any party except as expressly permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately notify Ullico if any User Personnel who has a User ID no longer has a need to have access to the System, or has been or will be terminated, so that Ullico may deactivate the User ID of the affected User Personnel; (e) in addition to any obligations under Sections 1 and 3 of this Agreement, take commercially reasonable measures to prevent unauthorized access to, or use of, the System and Data, whether the same is in electronic form or hard copy, by any

person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all Data obtained through System as it is being disposed; (g) be capable of receiving the System utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by Ullico; (h) not access and/or use the System via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Ullico; and (i) take commercially reasonable steps to protect their networks and computer environments, or those used to access the System, from compromise. User agrees that it will review searches performed by its User IDs to ensure that such searches were performed for legitimate purposes and in compliance with all terms and conditions of this Agreement. User shall implement policies and procedures to prevent unauthorized use of User IDs and the System. User shall immediately notify Ullico, in writing, if User suspects, has reason to believe or confirms that a User ID, the System or Data is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than as permitted by this Agreement (each, a "Security Event"). A "User Security Event" is a Security Event that results from the negligence, willful misconduct, or failure to comply with this Agreement by User or any User Personnel. User shall be liable for all costs associated with a User Security Event and User shall reimburse Ullico for any expenses Ullico incurs due to User's failure to prevent a User Security Event. If a Security Event occurs, User shall, in cooperation with Ullico, comply with all legal requirements relating thereto or that may reasonably be imposed by Ullico. User shall be solely responsible for all legal or regulatory obligations which may be imposed upon User in connection with such a User Security Event and shall bear all costs associated with complying with User's legal and regulatory obligations in connection therewith. User shall be liable for claims brought against User by a third party that may arise from a User Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the User Security Event. If any claims are brought against Ullico as a result of a User Security Event, User shall indemnify Ullico from such claims, in accordance with Section 6 below.

3.	INTELLECTUAL PROPERTY; CONFIDENTIALITY.

(a)	User shall not reproduce, retransmit, republish, redistribute or otherwise transfer the Data or the System's information, programs or computer applications. Ullico shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, trade secret and related laws in and to the System and the Data. User shall use the System and Data only in accordance with the terms and conditions of this Agreement, and shall notify Ullico of any threatened or actual infringement of Ullico's rights upon User becoming aware of any such infringement.

(b)	User shall maintain the confidentiality of all Data accessed by User, and shall assert any applicable privileges with respect to such Data that User has the legal authority to assert. User agrees not to disclose any Data to any person or entity, except as expressly permitted by this Agreement. User may share Data with its employees, counsel, consultants or agents, provided that such persons agree in writing (prior to receipt of Data) to comply with terms of this Agreement, including but not limited to the remedies provided under Section 10 of this Agreement. Upon request by Ullico, User shall identify each person to whom Data has been provided. In the event of a breach of this Agreement by any person to whom Data has been provided by User, User shall remain liable for the breach. In the event that User is served with process seeking the production of Data, including but not limited to a subpoena or order of a court of competent jurisdiction, an investigation by a government entity, or discovery demand

issued in connection with any action, User shall notify Ullico in writing not less than ten (10) days prior to production of any Data, if possible. User will cooperate fully with Ullico, at Ullico's expense, in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting the confidentiality of the Data. If a protective order or other remedy is not obtained prior to the date that compliance with the request is legally required, User will furnish only that portion of the Data or take only such action as is legally required.

4.   EMPLOYEE TRAINING. Prior to allowing access to the System, User shall train new User Personnel on User's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Section 1 of this Agreement, the security requirements of Section 2 of this Agreement, and the confidentiality requirements of Section 3 of this Agreement. User shall conduct a similar review of its obligations under this Agreement with existing User Personnel who have access to System no less than annually. User shall keep records of such training.

5.   NO WARRANTIES / LIMITATION OF LIABILITY. THE SYSTEM AND THE DATA ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. For purposes of indemnification, warranties, and limitations on liability, Ullico, its subsidiaries and affiliates, and its data providers, and their respective officers, directors, liquidators, attorneys, consultants, contractors, agents and employees are hereby collectively referred to as "Ullico Parties". No Ullico Party shall be liable to User (or to any person claiming through User) for any loss or injury arising out of or caused in whole or in part by a Ullico Party's acts or omissions in providing, procuring, compiling, collecting, interpreting, reporting, communicating or delivering the System or Data, except to the extent such loss or injury arises out of or is caused by the willful misconduct, intentional tort, or fraud of any Ullico Party. THE ULLICO PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE SYSTEM OR DATA. THE ULLICO PARTIES DO NOT GUARANTEE   OR   WARRANT   THE   CORRECTNESS,   COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SYSTEM OR DATA. IN NO EVENT SHALL A ULLICO PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY USER FROM RECEIPT OR USE OF DATA OR THE UNAVAILABILITY OF THE SYSTEM. IN NO EVENT SHALL USER BE LIABLE TO ANY ULLICO PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES THAT ARE NOT DIRECT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT LIMIT OR WAIVE THE TYPES OF CLAIMS OR DAMAGES THAT ARE COVERED BY OR INCLUDED WITHIN USER'S INDEMNIFICATION, DEFENSE AND HOLD HARMLESS OBLIGATIONS UNDER SECTION 6 OF THIS AGREEMENT. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL NOT APPLY TO SUCH LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED. Due to the nature of the Data, the Data may contain errors or be incomplete. Before relying on any Data, User should independently verify the Data.

6.   INDEMNIFICATION. User shall protect, indemnify, defend, and hold harmless the Ullico Parties from and against any and all costs, claims, demands, damages, losses, fines and liabilities (including reasonable attorneys' fees incurred and allowable costs) incurred by Ullico in connection with a claim from a third party or governmental entity arising from or in any way related to: (a) breach of this Agreement by User or any User Personnel; (b) any User Security Event, or (c) violation of any applicable laws, statues, regulations or rules by User in connection with this Agreement or any Data. If Ullico is partially liable for any User Security Event, User's

indemnity obligations shall be reduced by the percentage of Ullico's liability. For this indemnity to apply, the affected Ullico Parties must: (i) promptly notify User of any claim, demand, or other action covered by this indemnity; (ii) give User sole control and full authority of the defense and settlement of any covered claim, demand, or other action, using counsel of User's choice, subject to the Ullico Parties' approval of such counsel and any settlement, which may not be unreasonably withheld or delayed; and (iii) provide User with all the needed information and reasonable assistance in the defense and settlement of any covered claim, demand, or other action, at User's expense. The Ullico Parties shall have the right to participate at their expense in the defense of any such claim, demand, or action.

7.   AUDIT. Ullico may conduct periodic reviews of User's use of the System and may, upon reasonable notice of not less than ten business days and during User's normal business hours, audit User's records, processes and procedures related to User's use, storage and disposal of System and Data. Each person conducting such periodic review or audit must execute a nondisclosure agreement reasonably acceptable to User with regard to all materials reviewed. User shall cooperate fully with any and all audits and shall respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. All costs incurred by Ullico in connection with such periodic review or audit will be solely borne by Ullico, unless such periodic review or audit disclosed a material breach of this Agreement by User or any User Personnel in which case such costs shall be borne solely by User. Violations discovered in any review and/or audit by Ullico will be subject to immediate action including, but not limited to, suspension or termination of the license to use the System, legal action, and/or referral to federal or state regulatory agencies.

8.   TERMINATION. Ullico may terminate the license granted to User hereunder, and User's access to the System and Data, at any time for any reason upon notice to User. User may terminate its license hereunder, at any time for any reason upon notice to Ullico, at which time User will cease accessing the System and Data. For avoidance of doubt, upon termination of the license by either party, Ullico will still be obligated to provide information to User, but User will no longer have access to the System.

9.   DESTRUCTION OF DATA. In the event of a termination of the license granted User hereunder, User shall immediately destroy all Data, and all copies, summaries, analyses and notes of the contents or parts thereof, with an affidavit attesting to the destruction being provided to Ullico, and no part thereof shall be retained by User. Provided, however, User shall not be required to destroy any Data which User has a good faith belief is reasonably necessary to its claim handling or any other statutory function performed by User.

10.   REMEDIES. User acknowledges that money damages would not be a sufficient remedy for a breach of this Agreement by User, and that Ullico shall be entitled to equitable relief, including injunctive relief, as a remedy for such breach, without the necessity of posting bond or other collateral. Such remedy shall be in addition to all other remedies available at law or in equity, and shall not be deemed the exclusive remedy for a breach of this Agreement.

11.   SURVIVAL. The respective rights and obligations of the parties to this Agreement shall survive the termination of the license granted to User hereunder.

12.   CHANGE IN AGREEMENT. Ullico may, at any time, impose additional or changed operational or administrative conditions, restrictions and/or prohibitions on User's use of the System or the Data. However, no unilateral modification may change User's rights, liabilities or remedies under this Agreement. Upon written notification by Ullico of such permitted additional or changed operational or administrative conditions, restrictions and/or prohibitions, User shall

comply with such conditions, restrictions and/or prohibitions. Except for these unilateral modifications, this Agreement may not be modified except in a writing executed by both parties.

13. ENTIRE AGREEMENT. This Agreement constitutes the final written agreement and understanding of the parties relating to the subject matter hereof and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the subject matter of this Agreement. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

14. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware regardless of the law that might otherwise apply under applicable principles of conflicts of law. Any proceeding arising out of or relating to this Agreement shall be brought in the Chancery Court of the State of Delaware, and each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all such proceedings shall be heard and determined only in such court, and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. *For avoidance of doubt*, nothing in this Agreement is intended to, nor shall it be interpreted to, in any way (i) indicate User's submission to the general jurisdiction of any court of the State of Delaware for any purpose except as expressly set forth in this Agreement, or (ii) modify the rights of User as defined under the statutes that establish and regulate User.

15. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

16. MISCELLANEOUS. (a) Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. (b) Headings. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

17. Notices shall be given in writing to the address stated immediately below, or to such other address as either party may substitute by written notice to the other. Any notice involving breach, termination, or a change permitted by Section 12 shall be personally delivered or sent by recognized overnight courier (such as Federal Express or DHL) or by certified mail, postage pre-paid and return receipt requested. All other notices may alternatively be sent by fax or e-mail with confirmation of transmission by the transmitting machine. All notices shall be deemed to have been given and received on the earlier of actual delivery (except that faxes and e-mails sent on a non-business day or after business hours, according to the recipient's business calendar, will be deemed received on the next business day) or three (3) days from the date of postmark.

<u>IN THE CASE OF USER</u>:   **<u>IN THE CASE OF ULLICO</u>:**

_____   ULLICO Casualty Company In Liquidation
_____   c/o George J. Piccoli, Deputy Receiver
_____   Delaware Department of Insurance
_____   Bureau of Rehabilitation and Liquidation
_____   704 King Street, Suite 602
_____   Wilmington, DE 19801

e-mail: _____   Fax: (302) 577-1212
Fax: _____

[*Signatures are on the following page*]

3/7/2014

USER: _____

By: _____

Name: _____

Title: _____

Date: _____

KAREN WELDIN STEWART, CIR-ML,
INSURANCE COMMISSIONER OF THE STATE
OF DELAWARE, IN HER CAPACITY AS
RECEIVER OF ULLICO CASUALTY COMPANY IN
LIQUIDATION

By: _____

Name: _____
Title: Deputy Receiver

Date: _____